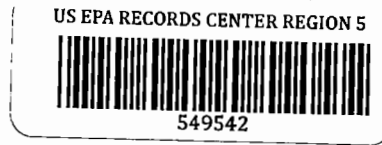
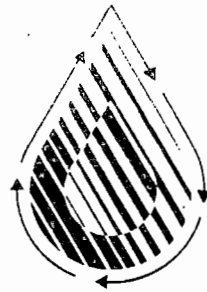


Consolidated Recycling Co. Inc.

March 17, 2004

Denise Mahoney
USEPA
Region 5 (SR-6J)
77 West Jackson Boulevard
Chicago, IL 60604-3590



CORPORATE OFFICE
P.O. Box 3642
Evansville, IN 47735-3642
(812) 464-4446
FAX (812) 465-5746

FACILITY ADDRESS
11210 Solomon Road
Troy, IN 47588
(812) 547-7951
FAX (812) 547-7954

Via Certified Mail Return Receipt Requested number 7000-0520-0023-8324-1092

Dear Ms. Mahoney:

Attached is the response required for information pursuant to Section 104 (e) of CERCLA for Bi-State Products, Inc. located in Terre Haute, IN.

The information is being requested from Consolidated Recycling, Inc. The proper and legal entity in question is Consolidated Recycling Co., Inc. with a legal address of 11210 Solomon Rd, Troy, IN 47588.

For the record, an attempt was made telephonically to you on or about March 2, 2004 to discuss this matter. I received no return call.

The historical information provided in enclosure one in terms of the Site History has a misstatement of fact regarding Bi-State Products, Inc. MTS did not sell the site to Valvoline, Inc., a subsidiary of Ashland, Inc. MTS sold the property to Paul and Dave Carson in 1987, (See attachment 1, "Real Estate Contract".) (Since this was a personal transaction, this record was obtained within personal files kept by me.) Dave and Paul Carson sold the property to Valvoline, Inc. as part of a purchase agreement for assets sold by CRCI to Valvoline dated April 1990. (See attachment 2 and 3 respectively, "Sellers' Closing Affidavit" and "General Warranty Deed") (These documents were obtained by my attorney file, which CRCI kept a record of the Valvoline transaction. The attorney was terminated as corporate council in 1993.)

If you have any further questions, please do not hesitate to call me at the numbers provided. My email address is carsonde@aol.com.

Sincerely,

David E. Carson
Chief Executive Officer

RESPONSE TO THE US EPA REQUEST FOR INFORMATION
PURSUANT TO SECTION 104 (e) of CERCLA FOR BOTH
BI-STATE PRODUCTS AND I. BURNMAN AND SONS, INC.
LOCATED IN TERRE HAUTE, IN
March 17, 2004

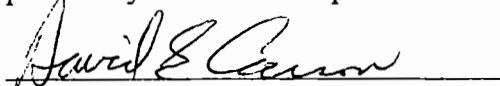
The following are the answers to the 104 (e) questions within Enclosure 2 of the Information Requested. Each answer is based upon and used explicitly with the pre-text "TO THE BEST OF MY KNOWLEDGE".

- 1) The nature of the business operation during the time known as Bi-State Products, Inc. was collecting and storing used industrial and automotive crankcase petroleum oils.
- 2) Bi-State Products, Inc. was owned by Consolidated Refineries, Inc. (both corporations were dissolved in 1991) and Ken Borders. Ken Borders was the manager of operations during the entire tenure of the facility (1982-1990) while owned by Bi-State Products, Inc. or Consolidated Refineries, Inc. or Consolidated Recycling Co., Inc. (CRCI). I am unaware of Mr. Border's current address or phone number. I have not had contact with him for many years. In a discussion with Margaret Herring of USEPA, Region 5, (Dec-5-03) Mr. Borders had been talked to and indicated he is suffering from Alzheimer disease. Paul and Dave Carson address is the one you have noted above. Phone numbers are 812-464-4446 for Dave Carson and 501-767-7776 for Paul Carson. I am the CEO of CRCI. Paul is the President of CRCI. We had no day-to-day operational duties other than in the capacity of officers of the corporation.
- 3) Researching the general company-operating records for Bi-State Products and Consolidated Refineries, Inc. found that other than tax returns for CRCI, those company's records have been destroyed. I do not have specific knowledge of when or who actually destroyed the records other than from our controller who provided the basis for our document destruction policy. The standard for document destruction for companies I have been associated with is after 10 years for active companies and 7 years for companies that are no longer in business. Your question asks for information that would be beyond those time lines. Mr. Border's would be the only one I know that may have any specific information. Besides Mr. Borders, I would suggest you inquire to the State of Indiana, Department of Environmental Management to solicit records under the SPC-17 waste haulers reports that were filed during that time if still available.
- 4) I have found no records of the nature you are requesting to provide that information. I can only describe what would be the protocol for the business that I recollect. For the business that was conducted at the site, used oil collection and transfer; That is; flash, fire, bottoms, sediment, water, specific gravity, chlorine via clor-d-tech or Dorman titration methods, were employed with each incoming load. Specific customers were pre-tested annually unless the generator advised a change in the stream.

- 5) To my knowledge, the materials that were taken to the Bi-State site were used industrial and automotive crankcase petroleum based oils. Generators were; but not limited to; car dealerships, mines, industrial manufacturing facilities, quick lube shops, gas stations, hospitals, schools, utilities, the local, State and Federal government, and airports. The manner in which it was handled was by trucks with pumps, pipelines to and from storage tanks and sent on to either fuel burning or for re-refining into base stock lubricants and fuels. To my knowledge, no materials or wastes derived from these activities were "disposed of" at the Bi-State site.
- 6) As stated in #3 above, those records have not been found or have been destroyed.
- 7) I am not clear by the term of "materials". However, I am sure there were materials (?) purchased, stored, transported or otherwise handled at the site. I have no idea of what they were beyond described above or a) the chemical composition, or b) the suppliers, or c) in the context of use, d) when that would have been, e) where we would have used them or f) the quantity represented. My research did not find any documents to offer help with answering this question.
- 8) See the attached documents relating to the ownership of the site marked as Attachment 1.
- 9) Attachment 4 is the abstract deed of the property. It provides all the historical information I have regarding the Bi-State site. I have no knowledge of any ownership of I Gurman. To my knowledge, Ashland or Valvoline still owns the site.
- 10) Provided in attachment 1 as part of answer 8 above.
- 11) To my knowledge, no permits were ever required at the site other than an EPA facility ID #. I called the State of Indiana, IDEM, and was issued the following information regarding the EPA ID #. IND 984896-787. I have no copies.
- 12) Other than outlined in 8, attachment 1, I have no knowledge of any other a) partner or JV, b) contractors etc c) any person subleasing, d) any person with regular activities, e) financiers or lenders, and f) any person who exercised control over the site.
- 13) The answer you have asked again is answered in attachment 1 and 2. CRCI has had no interest or knowledge of anything regarding I Gurman.
- 14) At no time did I know or have reason to know that any hazardous substance was handled or disposed of at the site. All used oils managed at the site were to my knowledge NON-HAZARDOUS by definition of the rules under 40 CFR code 269. I have no recollection of any site investigations prior to the involvement at the site.
- 15) The nature of the activities relating to used oil or waste oil were to the best of my knowledge described in answer #1. I do not recall any specific instances of managing hazardous wastes at the site.
- 16) I do not recall any specific violations, citations, deficiencies, and or accidents concerning the site.
- 17) I do not know if a Hazardous Waste Activity Notification under RCRA was filed.
- 18) The only document I have found is the "Environmental Disclosure Document for Transfer of Real Property" (Attachment 5) that was part of the records from the attorney referenced in #2 above.)

- 19) I do not have any information you are requesting regarding SWMU's at the site.
- 20) I have no knowledge of any spills, leaks, or releases from I Gurman. Other than what might have been filed with the State of Indiana, IDEM, under the requirements of the SPCC plan; I do not have any specific information regarding spills, leaks, or releases at the site. Those documents may exist at the State.
- 21) See 20 above.
- 22) We have found no records of the insurance held at the site during this time.
- 23) I have no information regarding I Gurman on any instance where they accepted waste from anyone. See answer #3 for Bi State.
- 24) See answer #3.
- 25) I do not recall or have any specific knowledge regarding this question.
- 26) Those individuals participating in the answers to the questions were Joe Malone, Controllor of the company, Paul Carson, President of the Company and David Carson, CEO of the Company. All can be reached at the address above and the telephone number provided in #2 above.
- 27) I do not recall the removal of tanks during the time we owned or operated the site.
- 28) The materials moved from the site were by tanker truck. CRCI received the used oil for re-refining or fuel reclamation. Other companies also purchased materials from the site in the 8-year history. Records of those sales have not been found and presumed destroyed as part of the normal course of destruction of business documents. To my knowledge I do recall Safety Kleen was one company I know purchased oil directly from the site.
- 29) I personally never observed any operational activity at I Gurman. I don't recall ever going to their place of business.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for the submitting false information, including the possibility of fine and imprisonment for knowing violations.



David E. Carson
CEO

Consolidated Recycling Co., Inc.

ENCLOSURE 2

INFORMATION REQUESTS

1. Describe the nature of the business operations conducted at the Bi-State Products Site.
2. Identify all individuals who had authority over the business operations conducted at the Bi-State Products Site. Please describe each individual's responsibilities and state their current or most recent address and telephone number.
3. Identify all individuals who delivered material to the Bi-State Products Site. For each individual, state the approximate dates during which they carried out such activities, their current or most recent address and telephone number.
4. Describe all testing and analyses conducted of material and/or product delivered to or collected at the Bi-State Products Site. Provide all documentation related to such testing or analyses.
5. Identify the materials or products that were delivered to or collected at the Bi-State Products Site. Describe how the product or material was generated and the manner in which it was handled, treated, stored or disposed of at the Bi-State Products Site.
6. Identify each generator or source of each material or product identified in Response No. 5. How often was material or product from each source delivered or collected at the Site? How much material or product from each source was delivered or collected at the Site (on a weekly, monthly or annual basis)? Provide all documentation regarding these activities.
7. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any materials at the Bi-State Products Site? If the answer to the preceding question is anything but an unqualified "no", identify:
 - a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material;
 - b) who supplied you with such material;
 - c) how you used, purchased, generated, stored, treated, transported, disposed of or otherwise handled such materials;
 - d) when you used, purchased, generated, stored, treated, transported, disposed of or otherwise handled such materials;
 - e) where you used, purchased, generated, stored, treated,

transported, disposed of or otherwise handled such materials; and

- f) the quantity of such materials used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you.

Provide all documentation regarding these activities.

8. Identify the dates during which you owned, operated, or leased the Bi-State Products Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (including but not limited to purchase and sale agreements, deeds, leases, etc.).

9. Identify any and all current or prior owners of each Site (Bi-State Products and I. Gurman). For each owner, further identify the dates of ownership and all evidence showing that they controlled access to the Site.

10. Identify any and all current or prior operators of the Bi-State Products Site, including lessors. For each such operator, further identify:

- a) the dates of operation;
- b) the nature of operations at the Site;
- c) all evidence that they controlled access to the Site.

11. Provide copies of all local, state, and federal environmental permits ever granted for the Bi-State Products Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.). Provide copies of all documents filed with or submitted to any local, state or federal environmental agency regarding the Bi-State Products Site, including manifests, reports and notices.

12. Identify any persons who exercised actual control or who held significant authority to control activities at the Bi-State Products Site, such as:

- a. partners or joint venturers;
- b. any contractor, subcontractor, or licensor with any presence or activity on the Site; (service contractors, remediation contractors, management and operator contractors, licensor providing technical support to licensed activities;
- c. any person subleasing land, equipment or space on Site;
- d. any person with regular activities at the Site or who used easements, such as utilities, pipelines, and

railroads, at the Site;

e. major financiers and lenders;

f. any person who exercised actual control over any activities or operations at the Site, who held authority to control activities or operations at the Site or who directed activities at the Site; and government entities that had proprietary (as opposed to regulatory) interest or involvement with regard to the activity at the Bi-State Products Site.

13. Identify any legal or equitable interest that you now have, or previously had at either Site, Bi-State Products or I. Gurman. Include information regarding the nature of such interest; when, how, and from whom such interest was obtained; and when, how, and to whom such interest was conveyed. In addition, submit copies of all instruments evidencing the acquisition or conveyance of such interest.

14. At the time you acquired or operated the Bi-State Products Site, did you know or have reason to know that any hazardous substance, including but not limited to waste oil or used oil, was handled or disposed of on or at the Bi-State Products Site? Describe all investigations of the Bi-State Products Site you undertook prior to conducting operations at the Site.

15. Describe the nature of your activities or business at the Bi-State Products Site with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials, including but not limited to used oil or waste oil at the Site.

16. Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning the Bi-State Products Site. Provide copies of all documents related to such occurrences.

17. Did you ever file a Hazardous Waste Activity Notification under the Resource Conservation and Recovery Act (RCRA) for the Bi-State Products Site? If so, provide a copy of such notification.

18. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Bi-State Products Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analyses or interpretation of such data.

19. Identify all past and present solid waste management units (e.g., tanks (above or below ground), container storage areas, waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, etc.) at the Bi-State Products

Site. For each such unit, provide the following information:

- a. a map showing the unit's boundaries and the location of all known solid waste management units, whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
- b. the type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
- c. the dates that the unit was in use;
- d. the purpose and past usage of the unit (e.g., storage, spill containment, etc.);
- e. the quantity and types of materials located in each unit;
- f. the construction (materials, composition), volume, size, dates of cleaning, and condition of each unit; and
- g. if unit is no longer in use, how was such unit taken out of service and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

20. Identify all leaks, spills, or releases of any material, including but not limited to used oil or waste oil that have occurred at or from either the Bi-State Products or I. Gurman Sites. In addition, identify:

- a. when such releases occurred;
- b. how the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred to or from any tanks, drums, barrels, or recovery units, and treated);
- c. the amount of each hazardous substance, or contaminant released;
- d. where such releases occurred;
- e. any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
- f. any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken;

and

- g. all persons with information relating to these releases.

Provide all documents related to these leaks, spills or releases.

21. Has any contaminated soil ever been excavated or removed from the Bi-State Products Site? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:

- a. the amount of soil excavated;
- b. the location of excavation;
- c. the manner and place of disposal and/or storage of excavated soil;
- d. the dates of soil excavation;
- e. the names and affiliations of persons who excavated or removed the soil;
- f. the reason for soil excavation;
- g. whether the excavation or removed soil contained hazardous substances and why the soil contained such substances;
- h. all analyses or tests and results of analyses of the soil that was removed from the Site; and
- i. all persons, including contractors, with information about (a) through (h) of this request.

Provide all documentation related to the soil excavation or removal.

22. Provide all documents and information, including evaluations, safety audits, and correspondence concerning insurance coverage at the Bi-State Products Site.

23. Describe all instances where either the Bi-State Products or I. Gurman Site accepted waste from any company or person, or where the Site accepted substances or material, including used oil or waste oil. Include the following in your response:

- a. a description of the waste or material sent to the Site;
- b. the types and quantity of the waste or material sent to the Site;
- c. the name of the person or company who transported the

waste or material to the Site;

- d. the name of the person or company who sent the waste or material to the Site;
- e. the names of the person or company who originated the waste or material sent to the Site;
- f. the date(s) such wastes or material were sent to the Site;
- g. the state (i.e., liquid, solid, or gaseous) of the wastes or material sent to the Site, and the manner in which the wastes were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.); and,
- h. a description of what either Site would do with the waste or material once received.

Provide all documents related to such activities.

24. For all companies, firms, facilities and individuals identified in response to information request 23, above, provide the following information:

- a. the location and address of each such company or person who sent such materials, including contact person(s) within said companies;
- b. shipping records pertaining to such materials sent by each such company or person, including but not limited to invoices, bills of lading, weight tickets, and purchase orders; and
- c. identification and location of all companies and individuals who transported said materials.

25. Describe the cleaning of the tanks (above and below ground) at the Bi-State Products Site. Include how often they were cleaned, by whom, how the cleaning was conducted, who conducted the cleaning and what was done with any material removed from the tanks. Describe any testing or analyses of any material removed from the tanks. Please provide all documentation related to such activities.

26. Identify all individuals consulted in the preparation of the response to this information request, their current or most recent place of employment, current address and telephone number.

27. Describe whether any tanks (above or below ground) were ever removed from the Bi-State Products Site. Describe when the tank was removed, who removed it, whether any soil was removed at the time and whether any material was removed from the tank.

Describe what happened to any soil or material removed from the tank and where that soil or material was sent. Describe any testing or analyses of such soil or material and the results thereof. Provide all documentation related to such activities.

28. Describe how the material collected and/or delivered to the Bi-State Products Site was removed or transported from the Site. Include who transported or removed the material from the Site and where it was taken. Provide all documentation related to this activity.

29. Did you ever observe operations at the I. Gurman Site? If so, describe what you saw. Describe how material from the containers to be reconditioned was handled at the Site.

REAL ESTATE CONTRACT

This Real Estate Contract (hereinafter the "Contract") has been executed and delivered this 2nd day of June, 1987, by and between Machine Tool Service, Inc., an Indiana corporation, (hereinafter the "Seller"), and Paul K. Carson and David E. Carson, as tenants in common and not joint tenants, (hereinafter the "Purchaser").

WITNESSETH:

The Seller hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller, the following described real estate, together with all improvements thereon or belonging thereto, located in Vigo County, Indiana (hereinafter the "Real Estate"), being more particularly described as follows:

Lots 1, 2, 3, 6, 7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now City of Terre Haute, in Vigo County, Indiana

all upon the following covenants, terms and conditions:

1. Purchase Price and Manner of Payment.

(a) Purchase Price. The Purchase Price for the Real Estate shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) (hereinafter the "Purchase Price"), which the Purchaser (jointly and severally, if more than one) agrees to pay to the Seller in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorneys' fees and costs of collection after default and referral to an attorney for collection.

(b) Manner of Payment. The Purchase Price shall be paid in the following manner:

(1) The sum of Fifteen Thousand Dollars (\$15,000.00) shall be paid upon execution and delivery of this Contract to the Seller by the Purchaser and the Seller acknowledges the receipt of such payment.

(2) The remaining unpaid principal balance of the Purchase Price (hereinafter the "Contract Balance") shall be paid to the Seller by the Purchaser, together with interest at the beginning per annum rate of 7.75% or as adjusted during the term of this Contract as provided in the next succeeding paragraph, (hereinafter the "Per Annum Rate"), as follows:

During the period beginning June 2, 1987 inclusive and ending on June 1, 1988, with interest at the beginning Per Annum Rate of 7.75% computed monthly on the unpaid Contract Balance as herein provided, in equal monthly installments of not less than Eight Hundred Forty Dollars Eight Cents (\$840.08) per month, which installment payments shall commence on July 2, 1987, and shall continue on the 2nd day of each successive calendar month thereafter, until the Contract Balance and all accrued interest thereon have been paid in full. Provided, however, the Per Annum Rate shall be adjusted beginning on June 2,

1988 and every six (6) months thereafter during the term of this Contract to the same rate as then charged by the Terre Haute First National Bank to its prime borrowers. The Contract Balance and interest as adjusted shall be amortized over the remaining term of the Contract on each occasion where an adjustment to the interest rate is made, and paid by the Purchaser monthly in the same fashion as required before the initial adjustment, except for the amount of the monthly payment which will vary with the interest rate change and the Contract Balance to be amortized. This procedure shall be followed each time an adjustment is made in the Per Annum Rate.

(3) The Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve the Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

JVP
1117 Elm Street, Terre Haute, Indiana 47807 or to such other place or person as the Seller may direct by written notice to Purchaser.

2. Taxes and Insurance.

(a) Taxes. The Purchaser shall pay the taxes on the Real Estate beginning with the real estate taxes for 1987, due and payable on November 10, 1987, and all installments of taxes payable thereafter. The Seller covenants and agrees to pay prior to delinquency, all prior real estate taxes on the Real Estate. The Purchaser, upon written notice to the Seller and at the Purchaser's expenses, may contest on the Seller's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. The Seller shall forward or cause to be forwarded to the Purchaser a copy of all statements for real estate taxes on the Real Estate payable by the Purchaser, as received, and the Purchaser shall provide to the Seller upon request evidence of payment of such taxes.

(b) Assessments. The Purchaser shall pay all assessments for municipal and other improvements becoming a lien after the date of this Contract. The Seller covenants and agrees to pay all such assessments becoming a lien prior to such date.

(c) Insurance. The Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less (hereinafter the "Required Insurance"). The Required Insurance shall be issued in the names of the Purchaser and the Seller, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without thirty (30) days prior written notice to the Seller. The Purchaser shall provide the Seller with such proof of insurance coverages as the Seller from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to

the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as the Seller may reasonably require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by the Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at the Seller's option, toward prepayment of the Contract Balance, with any excess to be paid to the Purchaser.

(d) Payment by Seller. Upon failure of the Purchaser to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, the Seller, upon written notice to the Purchaser, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.

3. Possession. The Seller shall give the Purchaser full and complete possession of the Real Estate, and the right to any rental income therefrom (which shall be prorated as of the date of possession), on the date of the execution of the Contract.

4. Evidence of Title.

The Seller has furnished the Purchaser with evidence of title to the Real Estate, satisfactory to the Purchaser, which shows a merchantable title to the Real Estate in the Seller, as of the date thereof. Any further evidence or assurance of title shall be obtained at the expense of the Purchaser. The Seller shall have the right to retain possession of any abstract of title to the Real Estate until the entire Purchase Price, and all accrued interest thereon, has been paid in full.

5. Warranties of Seller. The Seller hereby warrants that the Seller has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:

(i) Easements and restrictions of record as disclosed in the Abstract of Title; and,

(ii) Current real estate taxes not yet delinquent.

The Seller further represents and warrants the following as of the date hereof: The Seller has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; the Seller has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and the Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. Seller's Right to Mortgage the Real Estate. The Seller shall have the right, without the Purchaser's consent to encumber the Real Estate with a mortgage. Any such mortgage by its terms shall be subordinated to the rights of the Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If the Seller encumbers the Real Estate by a

mortgage, or the Real Estate is on the date of this Contract so encumbered, and the Seller defaults thereunder, the Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. The Seller shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon the Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

7. Transfer of Purchaser's Interest--Condemnation. The Purchaser's interest in this Contract and the Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by the Purchaser without the written consent of the Seller. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to the Seller. Such proceeds shall be applied, at the Seller's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then the Seller shall pay the balance to the Purchaser.

8. Mechanic's Liens. The Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for the Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, the Seller, at Seller's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, the Purchaser, upon demand by the Seller, shall cause the lien to be released at the Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute, consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate, nor as giving the Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

9. Indemnification and Release. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon the Seller, the Purchaser shall indemnify and hold harmless the Seller from and against all damages, claims and liability arising from or connected with the Purchaser's control or use of the Real Estate, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is effectively protected against by insurance. If the Seller without fault, shall become a party to litigation commenced by or against the Purchaser, then the Purchaser shall indemnify and hold the Seller harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by the Seller in connection with any such claim, action or proceeding. The Purchaser hereby releases the Seller from all liability for any accident, damage or injury caused to person or property on or about the Real Estate excepting liability of the Seller for the Seller's negligence and notwithstanding whether such acts or omissions be active or passive.

10. Use of the Real Estate by Purchaser; Seller's Right of Inspection; Purchaser's Responsibility for Accidents.

(a) Use. The Real Estate may be rented, leased or occupied by persons other than the Purchaser without obtaining the consent of the Seller, provided, however, any leasehold estate shall be in writing and shall be subordinated to the rights of the Seller under this Contract. Any leasehold estate shall be subject to the terms and conditions of this Contract. None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of the Seller. No additional improvements shall be placed on the Real Estate without the prior written consent of the Seller. The Purchaser, at the Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. The Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

(b) Seller's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, the Seller from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.

(c) Purchaser's Responsibility for Accidents. The Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from the Purchaser's use and control of the Real Estate and the improvements thereon. The Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to the Seller, insuring the Seller's liability as well as the Purchaser's.

11. Default and Acceleration. It is expressly agreed by the Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of the Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by the Purchaser, and the Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Contract, and as may be necessary or appropriate to protect the Seller's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:

(a) Default by the Purchaser for a period of 15 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by the Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;

(b) Default, for a period of 30 days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;

(c) Encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.

(d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors, (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjusted insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceedings in bankruptcy.

(e) Any part of the Real Estate or all or a substantial part of the property or assets of the Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or the Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;

(f) Desertion or abandonment of the Real Estate, or any part thereof, by the Purchaser;

(g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;

(h) Sale, transfer, conveyance or other disposition of the Purchaser's interest in this Contract or the Purchaser's interest in the Real Estate, or any part thereof, without the Seller's prior written consent.

In the event the Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to the Seller under and by virtue of this Contract, then, it is expressly agreed by the Purchaser that, unless the Purchaser shall have paid more than Fifteen Thousand Dollars (\$15,000.00) of the Purchase Price, the Seller may, at the Seller's option, cancel this Contract and take possession of the Real Estate and remove the Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of the Seller's cancellation upon such default by the Purchaser, all rights and demands of the Purchaser under this Contract and in and to the Real Estate shall cease and terminate and the Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and the Seller shall have the right to retain all amounts paid by the Purchaser toward the Purchase Price as an agreed payment for the Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar the Seller's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by the Seller, including reasonable attorneys' fees incurred by the Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by the Purchaser.

All of the Seller's remedies shall be cumulative and not exclusive. Failure of the Seller to exercise any remedy at any time shall not operate as a waiver of the right of the Seller to exercise any remedy for the same or any subsequent default at any time thereafter.

12. Additional Covenants and Representations of Seller. Upon payment by the Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by the Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by the Purchaser, the Seller agrees and covenants to convey the Real Estate to the Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by the Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.

13. Bulk Plant. It is understood and agreed by and between the parties that in the event of any spillages or leaks occurring on said premises, it shall be the responsibility of Purchaser to immediately remove any oil, chemicals, gasoline or the like and restore said premises to their present condition.

14. General Agreement of Parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.

If to the Seller, at the address which payments to the Seller are to be made.

If to the Purchaser, at Eight--Commerce Drive,
P. O. Box 55, Troy, IN 47588.

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

15. Entire Agreement. This Contract expresses the entire understanding of the Seller and Purchaser with respect to the transactions herein contemplated and may not be amended or modified except by written instrument signed by the Seller and Purchaser hereto.

16. Recording. This Contract may be recorded by the Purchaser, at the Purchaser's expense.


17. Corporate Authority. The undersigned persons executing this Real Estate Contract on behalf of the Seller represent and certify that they are duly elected officers of the Seller and have been fully empowered, by proper resolution of the Board of Directors of the Seller to execute and deliver this Contract; that the Seller has full corporate capacity to enter into this Real Estate Contract; and, that all necessary corporate action

for the making of the Real Estate Contract has been taken and done.

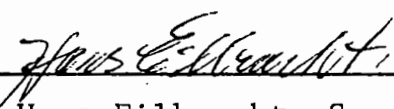
SELLER:

PURCHASER:

MACHINE TOOL SERVICE, INC.

By: 
John Plenge, President
(Printed Name and Title)


Paul K. Carson

By: 
Hans Eilbraucht, Secretary
(Printed Name and Title)


David E. Carson

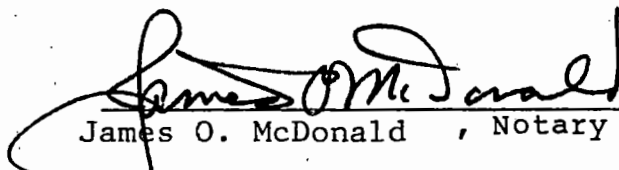
SELLER'S ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared John Plenge and Hans Eilbraucht, as President and Secretary, respectively, of Machine Tool Service, Inc., who acknowledged the execution of the foregoing Contract on behalf of said corporation.

WITNESS my hand and notary seal this 2nd day of June, 1987.

My Commission Expires:
October 5, 1988


James O. McDonald, Notary Public
My County of Residence is Vigo.

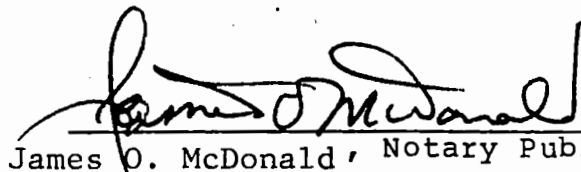
PURCHASER'S ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared Paul K. Carson and David E. Carson, who acknowledged the execution of the foregoing Contract.

WITNESS my hand and Notary Seal this 2nd day of June, 1987.

My Commission Expires:
October 5, 1988


James O. McDonald, Notary Public
My County of Residence is Vigo.

This instrument was prepared by Michael H. Hagedorn, Attorney At Law, 419 Main Street, Tell City, IN 47586.

SELLERS' CLOSING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF PERRY)

The undersigned, Paul K. Carson, of P.O. Box 2880, Hot Spring, Arkansas 71914 and David E. Carson, of Jonick Road, Tell City, Indiana 47586, (as tenants in common, and not as joint tenants), (hereinafter referred to as "Grantors"), after being duly sworn according to law, depose and say:

1. The Grantors, Paul K. Carson and David E. Carson, are a fee simple title owners to the following described real estate located in Vigo County, Terre Haute, Indiana:

Lots 1,2,3,6,7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now City of Terre Haute, in Vigo County, Indiana.

2. The Title Commitment, Number 02-125319, issued by American Title Insurance Company, dated March 20, 1990, furnished to the Grantee, Valvoline, Inc., shows the true condition of title to the real estate described in the preceding paragraph hereof.

3. At the date of execution and delivery of the Warranty Deed to the real estate described in paragraph 1 hereof, title to the real estate is good and marketable in fee simple, and the real estate is free and clear of all charges, liens and encumbrances except as shown in the Title Commitment, visible easements, and current taxes.

4. The Grantors have not executed any deeds, mortgages, contracts for sale, or other instruments whereby title to the real estate might be affected. There are no unrecorded mortgages or other instruments which might in any manner affect or encumber the Grantors' title to the real estate. There are no unpaid bills for the labor or material which has been ordered, authorized or furnished for the real estate or which might operate to create a lien against the real estate. There are no mechanic liens against the real estate and no bills or claims for labor or materials furnished for construction, repairing, altering or improving the real estate.

5. The Grantors have not executed any security agreements, conditional bill of sale or retention of title agreement of any kind, which remains unpaid, affecting any equipment, installation or apparatus used or to be used on any part of the real estate.

6. Grantors have not, either as principal or surety, executed any appeal bond or recognizance which is or might become a lien on the real estate. There are no suits pending in any Court by or against Grantors affecting the real estate or in which a judgment lien could be acquired on the real estate. There are no bankruptcy proceedings pending by or against Grantors.

7. None of the fixtures or property attached in any way to the real estate is subject to any lien or encumbrance or security interest of any kind which would constitute a lien or charge against the real estate, fixture or property under the Uniform Commercial Code or otherwise. The Grantors have not contracted with any person who has filed and know of no filing of any instrument under the Uniform Commercial Code.


8. The Grantors have present possession of the real estate and all improvements, if any, thereon located, except for the possession of the Grantees. There are no persons, other than Grantors, in possession of and/or claiming the right of possession to the real estate, except for the Grantees.

9. The Grantors are under no disability to execute the warranty deed, and know of no defense whatsoever pertaining to the enforceability of the same.

10. The Grantors have received full consideration for the purchase price in the exchange and sale of the real estate described in the warranty deed.

11. The representations, warranties, and certifications made by the Grantors herein shall survive the execution and delivery of this Sellers' Closing Affidavit.


Paul K. Carson, President


David E. Carson, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF PERRY)

Before me, the undersigned Notary Public, in and for said County and State this 12th day of April, 1990, personally appeared Paul K. Carson and David E. Carson, who acknowledged the execution of the foregoing Sellers' Closing Affidavit, and who having been first duly sworn upon their oath, state that the matters and facts contained therein are true.

My Commission Expires:
December 31, 1990


Michael H. Hagedorn, Notary Public

My County of Residence is Perry.

This instrument prepared by Michael H. Hagedorn, Attorney at Law,
419 Main Street, Tell City, IN 47586, Telephone: (812) 547-7907.

GENERAL WARRANTY DEED

THIS INDENTURE WITNESSETH that David E. Carson and Paul K. Carson, as tenants in common and not joint tenants, as ("Grantors") of Perry County, in the State of Indiana convey and WARRANT GENERALLY to Valvoline, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, whose address is 3499 Dabney Drive, P.O. Box 14000, Lexington, KY 40512, ("Grantee"), its successors and assigns, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana:


Lots 1,2,3,6,7 and 8 in Block 7 in Linton's Addition,
a subdivision of Out Lot 2 of the Original Out Lots of
the Town, now City of Terre Haute, in Vigo County,
Indiana.

TO HAVE AND TO HOLD the premises herein granted, together with all improvements thereon, easements and appurtenances thereunto pertaining unto Grantee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Grantors have executed this deed this 12th day of April, 1990.



David E. Carson



Paul K. Carson

STATE OF INDIANA)
) SS:
COUNTY OF PERRY)

Before me, a Notary Public in and for said County and State, personally appeared David E. Carson and Paul K. Carson, as tenants in common and not joint tenants, who acknowledged the execution of the foregoing General Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 12th day of April, 1990.

My Commission Expires:
December 31, 1990


Michael H. Hagedorn, Notary Public
My County of Residence I Perry.

MAIL TAX STATEMENTS TO:
Valvoline, Inc.
3499 Dabney Drive
P.O. Box 14000
Lexington, KY 40512

This instrument was prepared by Michael H. Hagedorn, Attorney at Law, 418 Main Street, Tell City, Indiana 47586, Telephone: (812) 547-7907.

COPY

FILE NO. 259-90

1. Effective date: **March 20, 1990, at 7:00 A.M.**

- | | | |
|-----|--|--------------------|
| 2. | Policy or Policies to be issued: | Amount |
| (a) | <u> X </u> ALTA Owner's Policy Form A-1970 (Amended 10-17-70) | \$To be Determined |
| | <u> </u> ALTA Owner's Policy Form A-1970 (Rev. 10-17-70 and 10-17-84) | |
| | <u> </u> ALTA Owner's Policy Form B-1970 (Amended 10-17-70) | |
| | <u> </u> ALTA Owner's Policy Form B-1970 (Rev. 10-17-70 and 10-17-84) | |
| | <u> </u> ALTA Residential Policy — One to Four Family — 1979 | |
| | <u> </u> ALTA Leasehold Owner's Policy — 1975 | |
| | <u> </u> ALTA Leasehold Owner's Policy — 1975 (Rev. 10-17-84) | |

Proposed Insured: **VALVOLINE, INC., a Kentucky**
Corporation

- (b) _____ ALTA Loan Policy (Amended 10-17-70) \$
 _____ ALTA Loan Policy (Rev. 10-17-70 and 10-17-84)
 _____ ALTA Leasehold Loan Policy — 1975
 _____ ALTA Leasehold Loan Policy — 1975 (Rev. 10-17-84)
 _____ ALTA Construction Loan Policy — 1975
 _____ ALTA Construction Loan Policy — 1975 (Rev. 10-17-84)

Proposed Insured:

3. The estate of interest in the land described or referred to in this Commitment and covered herein is

Fee Simple

(Identify estate covered, i.e. Fee, Leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in

MACHINE TOOL SERVICE, INC. an Indiana Corporation

Contract Purchasers: PAUL K. CARSON and DAVID E. CARSON, tenants in common

5. The land referred to in this Commitment is described, as follows:

Lots 1, 2, 3, 6, 7, and 8 in Block 7 in Linton's Addition, a subdivision of the Original Out Lots of the City of Terre Haute, Vigo County, Indiana.

Countersigned: BLOOMINGTON ABSTRACT COMPANY, INC.,

By

AUTHORIZED SIGNATORY

Martha E. Sims, President

[illegible]

american title insurance company

COMMITMENT
NUMBER 02—125319

File No. 259-90

SCHEDULE B I (Requirements)

1. The following are the requirements to be complied with:
 1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 2. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - (a) Corporate Warranty Deed executed by MACHINE TOOL SERVICE, INC., an Indiana Corporation, to Contract Purchasers, PAUL K. CARSON and DAVID E. CARSON, as tenants in common, with Vendor's Affidavit. Said Affidavit need not be recorded, but an executed copy of same returned to Bloomington Abstract Company, Inc.
 - (b) Warranty Deed executed by said PAUL K. CARSON and DAVID E. CARSON, conveying subject property to VALVOLINE, INC., a Kentucky Corporation, along with A Vendor's Affidavit. Said Affidavit need not be recorded, but an executed copy of same returned to Bloomington Abstract Company, Inc., for issuance of Final Policy.
 3. Evidence that all of the terms and conditions as set out in the Real Estate Contract by and between MACHINE TOOL SERVICE, INC., and PAUL K. CARSON and DAVID E. CARSON, as tenants in common, dated June 2, 1987, and recorded June 8, 1987 in Miscellaneous Record 194 at page 2 in the office of the Recorder of Vigo County, Indiana, have been satisfied. (Note: The Corporate Warranty Deed set out in Item 2 (a) above, when delivered and accepted for recording, will satisfy this requirement.

American Title Insurance Company

A Meridian Company

COMMITMENT

NUMBER 02-125319

File No. 259-90

SCHEDULE B II (Exceptions)

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All assessments and taxes for the year 19 88, and all subsequent years.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
5. Rights or claims of parties in possession not shown by the public records.
6. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
7. The following "interloper" deeds:
 - a) Quit Claim Deed executed by THE PENN CENTRAL CORPORATION, to LYMAN M. ROBERTS SR., and PEGGY J. ROBERTS, Conveying all of Lot 7 in Block 7 of Linton's Addition to Terre Haute, as shown in Deed Record 296, page 136 in the office of the Recorder of Vigo County, Indiana, dated September 2, 1982 and recorded March 7, 1984.
 - (b) Tax Title Deed executed by the Auditor of Vigo County, Indiana, dated Aug. 25, 1986, conveying "Linton's Add A Tri Pce 50.3' x 49.4' E Prt Lot 6 BLK 7", to NELLIE PORTER. Said deed was transferred for taxes, but not recorded in the office of the Recorder of Vigo County.
 - c) A subsequent Warranty Deed executed by NELLIE PORTER to JAMES R. WHITAKER and DOROTHY L. WHITAKER, conveying the property as set out above, dated April 20, 1988 and recorded May 9, 1988 in Deed Record 414, page 23 in the office of the Recorder of Vigo County, Indiana.

As to the above described "interloper" deeds, the policy to be issued in Connection herewith will insure against loss or damage suffered by the insured by reason of a final judgment of a Court of competent jurisdiction divesting the insured of an interest in the insured premises and vesting the same in the Grantees set out in said deeds.

(Cont'd. on next page)

American Title Insurance Company

CONTINUATION SHEET

FILE No. 259-90

COMMITMENT ~~POLICY~~ NO. 02-125319

SCHEDULE B II (Cont'd.)

8. TAXES for the year 1988, due and payable in the year 1989, as to Lots Nos. 6-8 in Linton's Add., as shown by Parcel No. (18) 06-21-201-005-02 are PAID in the sum of \$112.63 @ Installment, due in May and Nov. - on Assessed Value of land of \$1610 (No Improvements).

TAXES for the year 1988, due and payable in 1989, as to Lots Nos. 1-3, as shown by Parcel No. (18)-06-21-201-006-02, are PAID in the sum of \$758.30 @ installment on Assessed Value of Land of \$1610 + Improvements of \$9230.

TAXES for the year 1989, due and payable in 1990 are a lien, the amount of which is not yet ascertainable.

M. J. Lemo

Initialed for Identification

DULY ENTERED FOR TAXATION

May 12 1982
W. Paul Horton
Notary Public, Indiana

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Robert D. Beshaw and Frieda Beshaw, husband and wife, ("Grantor") CONVEY(S) AND WARRANT(S) to Machine Tool Service, Inc., an Indiana Corporation, of Vigo County, in the State of Indiana, for the sum of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana.

Lots 1, 2, 3, 6, 7 and 8 in Block 7
in Linton's Addition, a subdivision
of Out Lot 2 of the Original Out Lots
of the Town, now City of Terre Haute,
in Vigo County Indiana.

Possession to be given upon the delivery of
this deed.

Real estate taxes to be prorated to date
of deed.

This conveyance is made subject to the Mortgage
executed by the Grantors herein, as Mortgagors, to
Terre Haute First National Bank of Vigo County,
Indiana, as Mortgagee, dated April 16, 1979, and recorded
in Mortgage Record Q-18, page 705-1, in the Office
of the Recorder of Vigo County, Indiana, which
Mortgage the Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, Grantor has executed this deed this 12th day of
May, 1982.

Robert D. Beshaw
Robert D. Beshaw

Frieda Beshaw
Frieda Beshaw

STATE OF INDIANA)

COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally
appeared Robert D. Beshaw and Frieda Beshaw, husband and wife, who acknow-
ledged the execution of the foregoing Warranty Deed, and who, having been duly
sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of May,
1982.

My Commission Expires:

September 9, 1984

Virginia L. Myers
Notary Public, Virginia L. Myers
Residing in Vigo County, Indiana

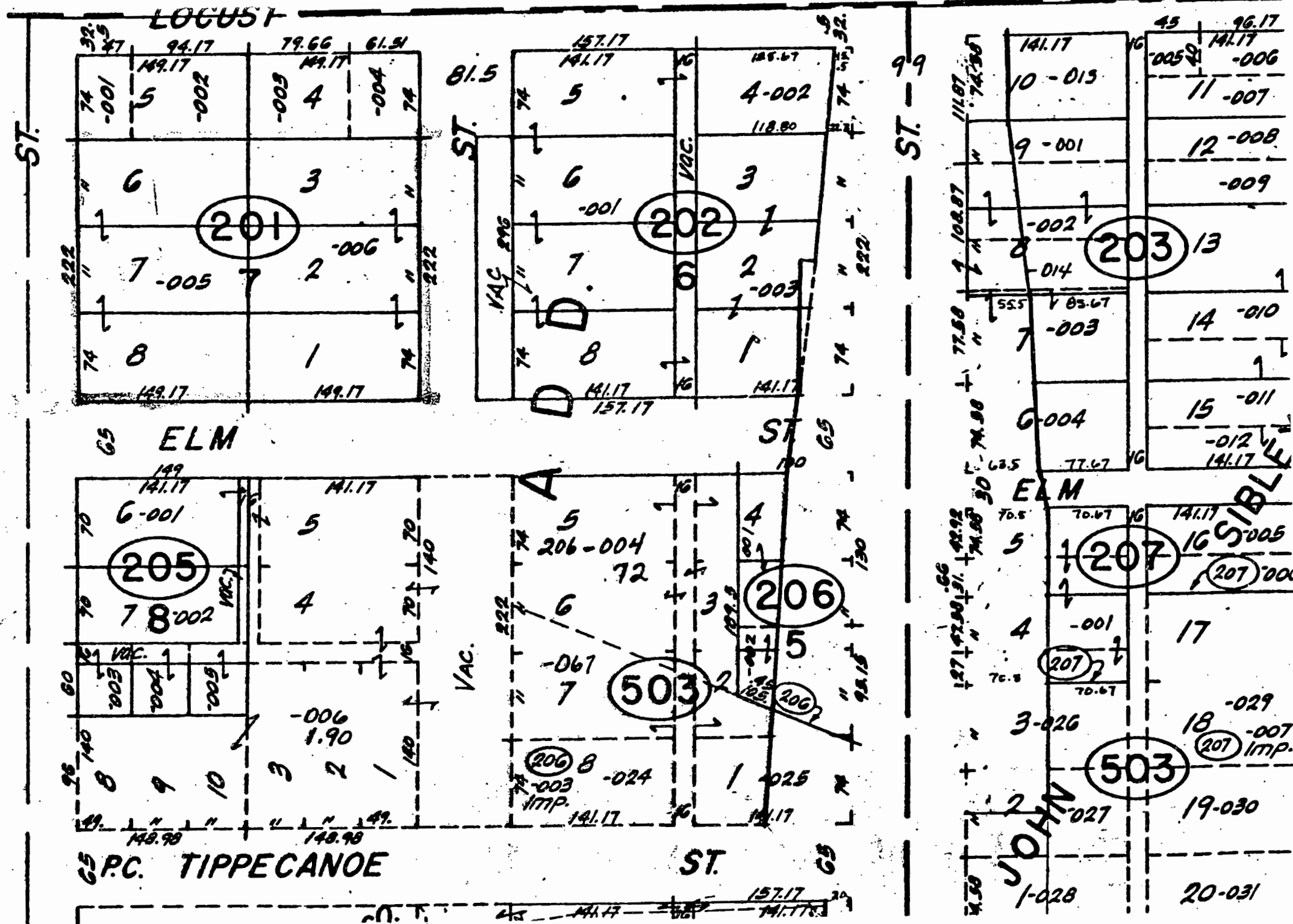
This instrument was prepared by

Warren R. Everett
Warren R. Everett, Attorney at Law.

Return to _____

RECEIVED FOR RECORD THE 12 DAY OF May, 1982 AT 11 O'CLOCK AM
RECORD 390 PAGE 222 WILLIAM BEAMBLE, RECORDER

Stam Mapping
Sept.



THE PENN CENTRAL CORPORATION
CERTIFICATE OF AUTHORITY

I, G.C. HOLPP, the SENIOR ASSISTANT
SECRETARY of The Penn Central Corpora-
tion HEREBY CERTIFY as follows:

(1) The sale by The Penn Central Cor-
poration (Corporation) of the following
described real estate: A parcel of land
containing 0.24 of an acre adjoining
Conrail tracks and located east of
Water Street in the City of Terre Haute,
Vigo County, Indiana,
to Lyman M. Roberts, Sr. and Peggy J.
Roberts for a consideration of \$1,750.
00 has been duly authorized on behalf of
the Corporation.

(2) Richard D. Jordan is director,
Property Sales Administration and Joseph
J. Supon is Director of Leased Property
and Special Sales, of this Corporation,
and either of such officers is authoriz-
ed to execute on behalf of the Corpora-
tion original agreements, contracts,
deeds, leases, licenses, or other docu-
ments necessary or desirable to effec-
tuate the foregoing sale.

(3) The authorizations described in the
foregoing paragraphs (1) and (2) are in
full force and effect.

WITNESS my hand and the corporate seal
of said THE PENN CENTRAL CORPORATION, at
Philadelphia, Pa. this 2nd day of Septem-
ber, 1982.

G. C. Holpp

G. C. HOLPP

(SEAL)

-over-

corporation, having an office at 1700
Market Street, Philadelphia, Pennsyl-
vania 19103, hereinafter referred to as
the Grantor, for and in consideration of
the sum of ONE THOUSAND SEVEN HUNDRED
FIFTY DOLLARS (\$1,750.00) paid to the
said Grantor, the receipt of which sum
is hereby acknowledged, quitclaims to
LYMAN M. ROBERTS, SR. and PEGGY J.
ROBERTS, whose mailing address is 669
North Water Street, Terre Haute, Ind-
iana 47807, hereinafter referred to as
the Grantee, all the right, title and
interest of the said Grantor, of, in and
to the premises described in Schedule
"A" attached hereto and made a part here-
of.

SCHEDULE "A"

ALL THAT PARCEL of land situate in the
City of Terre Haute, County of Vigo and
State of Indiana, being all of Lot 7 in
Block 7 of Linton's Addition to Terre
Haute bounded and described according
to a plan of survey made by Henry J.
Dorman, Registered Land Surveyor No.
9923, dated June 27, 1977, as follows;
VIZ:

COMMENCING at a Vigo County Survey
monument at the intersection of the
centerline of Locust Street with the
centerline of 1st Street; thence South
0 degrees 12 minutes East, 749.5 feet
along the centerline of 1st Street to a
point in the prolongation eastwardly of
the north line of Lot 6 in Block 7 in
of Linton's Addition to Terre Haute;
thence West 197.94 feet along said pro-
longated line and along said North
line of Lot 6 to the Northeast corner of
Lot 7 in said Block 7, the point of

Duly entered for taxation this 25TH
day of August, 1986

Received for record this _____ day of _____
19____ at _____
o'clock ____ M. and recorded in Book No. ____ Page ____

Wm. Paul Newton Fee _____
Auditor, Vigo County

un Rec.
TAX DEED

Recorder, Vigo Co

P.O. Box 261
W.T. 7.1. 47885-

city

Whereas, NELLIE PORTER, did, on the 25TH day of Aug
1986, produce to the undersigned, WM. PAUL NEWTON, Auditor of the county
of Vigo, in the State of Indiana, a certificate of sale dated the 14TH day of
AUGUST, 1984, signed by WM. PAUL NEWTON, who at the date of the
sale, was Auditor of the County, from which it appears that NELLIE PORTER of
the 14TH day of AUGUST, 1984, purchased at public auction, held pursuant to
law, the real property described in this indenture for the sum of FOUR HUNDRED SIXTY-SIX dollar
and SEVENTY-SEVEN cents, being the amount due on the real property for taxes, special
assessments, penalties and costs for the year 1984 and prior, namely: _____

18-06-21-128-005-00

LINTONS ADD A TRI PCE 50.3' X 109.03' X 49.4' E PRT LOT 6 BLK 7

Such real property has been recorded in the office of the Vigo County Auditor as delinquent for the non-pay-
ment of taxes, and proper notice of the sale has been given. It appearing that NELLIE PORTER
is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the prop-
erty has not been redeemed, that NELLIE PORTER has demanded a deed for the real
property described in the certificate of sale, that the records of the Vigo County Auditor's Office state that the
real property was legally liable for taxation, and that the real property has been duly assessed and properly charg-
ed on the duplicate with the taxes and special assessments for the year 1984 and prior;

Therefore, this indenture, made this 25TH day of Aug, 1986, between the
State of Indiana, by WM. PAUL NEWTON, Auditor of Vigo County, of the first part,
and NELLIE PORTER, of the second part, witnesseth: That the party of the first
part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part,
his heirs and assigns, the real property described in the certificate of sale, situated in the County of Vigo, and
State of Indiana, namely and more particularly described as follows: _____

18-06-21-128-005-00

LINTONS ADD A TRI PCE 50.3' X 109.03' X 49.4' E PRT LOT 6 BLK 7

Chas. J. 1238
Mail to:

This instrument prepared by Rhonda Olsham, Attorney at Law,
Tudor House, 191 Harding Avenue, P.O. Box 410, Terre Haute, Indiana
47800-0410.

RECEIVED FOR RECORD THE 9 DAY OF May 1988 AT 8 O'CLOCK AM
RECORD 414 PAGE 23 JUDITH ANDERSON, RECORDER

Form 6A
93-176 4792

WARRANTY DEED

4 23

This Indenture Witnesseth, That

Nellie Porter

of Vigo County, in the State of Indiana

CONVEY and WARRANT to

James R. Whitaker And Dorothy L. Whitaker

of Vigo County, in the State of Indiana

for the sum of DOLLARS (\$ 1.00)

and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Vigo County, in the State of Indiana, to-wit:-

18 -- 06 -- 21 - 128 - 005 - 00

Lintons ADD A Tri Pce 50.3 x 109. 03 x 49.4 E Pct Lot 6 Blk 7

DULY ENTERED FOR TAXATION

May 9 1988
Wm. Paul Newton
Recorder, Vigo County

IN WITNESS WHEREOF, The said Nellie Porter

has hereunto set hand and seal, this 20 day of April A.D., 1988.
Nellie Porter (Seal)
Dorothy L. Whitaker (Seal)
James R. Whitaker (Seal)

STATE OF COUNTY, is:
Before me, the undersigned, a Notary Public to and for said County and State, this 20 day of April 1988, personally appeared Nellie Porter

and acknowledged this conveyance to be her voluntary act and deed.
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires 3-31-91
Notary Public
Vigo Co. Resident

This instrument prepared by
RECEIVED FOR RECORD THE 9 DAY OF May 1988 AT 8 O'CLOCK AM
RECORD 414 PAGE 23 JUDITH ANDERSON, RECORDER

R.R. 11 Box 737 West 4785-

unor

REAL ESTATE CONTRACT

This Real Estate Contract (hereinafter the "Contract") has been executed and delivered this 2nd day of June, 1987, by and between Machine Tool Service, Inc., an Indiana corporation, (hereinafter the "Seller"), and Paul K. Carson and David E. Carson, as tenants in common and not joint tenants, (hereinafter the "Purchaser").

WITNESSETH:

The Seller hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller, the following described real estate, together with all improvements thereon or belonging thereto, located in Vigo County, Indiana (hereinafter the "Real Estate"), being more particularly described as follows:

Lots 1, 2, 3, 6, 7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now City of Terre Haute, in Vigo County, Indiana

all upon the following covenants, terms and conditions:

1. Purchase Price and Manner of Payment.

(a) Purchase Price. The Purchase Price for the Real Estate shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) (hereinafter the "Purchase Price"), which the Purchaser (jointly and severally, if more than one) agrees to pay to the Seller in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorneys' fees and costs of collection after default and referral to an attorney for collection.

(b) Manner of Payment. The Purchase Price shall be paid in the following manner:

(1) The sum of Fifteen Thousand Dollars (\$15,000.00) shall be paid upon execution and delivery of this Contract to the Seller by the Purchaser and the Seller acknowledges the receipt of such payment.

(2) The remaining unpaid principal balance of the Purchase Price (hereinafter the "Contract Balance") shall be paid to the Seller by the Purchaser, together with interest at the beginning per annum rate of 7.75% or as adjusted during the term of this Contract as provided in the next succeeding paragraph, (hereinafter the "Per Annum Rate"), as follows:

During the period beginning June 2, 1987 inclusive and ending on June 1, 1988, with interest at the beginning Per Annum Rate of 7.75% computed monthly on the unpaid Contract Balance as herein provided, in equal monthly installments of not less than Eight Hundred Forty Dollars Eight Cents (\$840.08) per month, which installment payments shall commence on July 2, 1987, and shall continue on the 2nd day of each successive calendar month thereafter, until the Contract Balance and all accrued interest thereon have been paid in full. Provided, however, the Per Annum Rate shall be adjusted beginning on June 2,

1988 and every six (6) months thereafter during the term of this Contract to the same rate as then charged by the Terre Haute First National Bank to its prime borrowers. The Contract Balance and interest as adjusted shall be amortized over the remaining term of the Contract on each occasion where an adjustment to the interest rate is made, and paid by the Purchaser monthly in the same fashion as required before the initial adjustment, except for the amount of the monthly payment which will vary with the interest rate change and the Contract Balance to be amortized. This procedure shall be followed each time an adjustment is made in the Per Annum Rate.

(3) The Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve the Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

7/8 100 117 117 117
HC 117 117 117
SVP 117 117 117
SVC 117 117 117
(4) All payments shall be made to the Seller at: 1117 Elm Street, Terre Haute, Indiana 47807 or to such other place or person as the Seller may direct by written notice to Purchaser.

2. Taxes and Insurance.

(a) Taxes. The Purchaser shall pay the taxes on the Real Estate beginning with the real estate taxes for 1987, due and payable on November 10, 1987, and all installments of taxes payable thereafter. The Seller covenants and agrees to pay prior to delinquency, all prior real estate taxes on the Real Estate. The Purchaser, upon written notice to the Seller and at the Purchaser's expenses, may contest on the Seller's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. The Seller shall forward or cause to be forwarded to the Purchaser a copy of all statements for real estate taxes on the Real Estate payable by the Purchaser, as received, and the Purchaser shall provide to the Seller upon request evidence of payment of such taxes.

(b) Assessments. The Purchaser shall pay all assessments for municipal and other improvements becoming a lien after the date of this Contract. The Seller covenants and agrees to pay all such assessments becoming a lien prior to such date.

(c) Insurance. The Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less (hereinafter the "Required Insurance"). The Required Insurance shall be issued in the names of the Purchaser and the Seller, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without thirty (30) days prior written notice to the Seller. The Purchaser shall provide the Seller with such proof of insurance coverages as the Seller from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to

2
3

the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as the Seller may reasonably require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by the Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at the Seller's option, toward prepayment of the Contract Balance, with any excess to be paid to the Purchaser.

(d) Payment by Seller. Upon failure of the Purchaser to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, the Seller, upon written notice to the Purchaser, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.

3. Possession. The Seller shall give the Purchaser full and complete possession of the Real Estate, and the right to any rental income therefrom (which shall be prorated as of the date of possession), on the date of the execution of the Contract.

4. Evidence of Title.

The Seller has furnished the Purchaser with evidence of title to the Real Estate, satisfactory to the Purchaser, which shows a merchantable title to the Real Estate in the Seller, as of the date thereof. Any further evidence or assurance of title shall be obtained at the expense of the Purchaser. The Seller shall have the right to retain possession of any abstract of title to the Real Estate until the entire Purchase Price, and all accrued interest thereon, has been paid in full.

5. Warranties of Seller. The Seller hereby warrants that the Seller has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:

(i) Easements and restrictions of record as disclosed in the Abstract of Title; and,

(ii) Current real estate taxes not yet delinquent.

The Seller further represents and warrants the following as of the date hereof: The Seller has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; the Seller has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and the Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. Seller's Right to Mortgage the Real Estate. The Seller shall have the right, without the Purchaser's consent to encumber the Real Estate with a mortgage. Any such mortgage by its terms shall be subordinated to the rights of the Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If the Seller encumbers the Real Estate by a

mortgage, or the Real Estate is on the date of this Contract so encumbered, and the Seller defaults thereunder, the Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. The Seller shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon the Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

7. Transfer of Purchaser's Interest--Condemnation. The Purchaser's interest in this Contract and the Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by the Purchaser without the written consent of the Seller. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to the Seller. Such proceeds shall be applied, at the Seller's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then the Seller shall pay the balance to the Purchaser.

8. Mechanic's Liens. The Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for the Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, the Seller, at Seller's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, the Purchaser, upon demand by the Seller, shall cause the lien to be released at the Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute, consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate, nor as giving the Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

9. Indemnification and Release. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon the Seller, the Purchaser shall indemnify and hold harmless the Seller from and against all damages, claims and liability arising from or connected with the Purchaser's control or use of the Real Estate, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is effectively protected against by insurance. If the Seller without fault, shall become a party to litigation commenced by or against the Purchaser, then the Purchaser shall indemnify and hold the Seller harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by the Seller in connection with any such claim, action or proceeding. The Purchaser hereby releases the Seller from all liability for any accident, damage or injury caused to person or property on or about the Real Estate excepting liability of the Seller for the Seller's negligence and notwithstanding whether such acts or omissions be active or passive.

10. Use of the Real Estate by Purchaser; Seller's Right of Inspection; Purchaser's Responsibility for Accidents.

(a) Use. The Real Estate may be rented, leased or occupied by persons other than the Purchaser without obtaining the consent of the Seller, provided, however, any leasehold estate shall be in writing and shall be subordinated to the rights of the Seller under this Contract. Any leasehold estate shall be subject to the terms and conditions of this Contract. None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of the Seller. No additional improvements shall be placed on the Real Estate without the prior written consent of the Seller. The Purchaser, at the Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. The Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

(b) Seller's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, the Seller from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.

(c) Purchaser's Responsibility for Accidents. The Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from the Purchaser's use and control of the Real Estate and the improvements thereon. The Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to the Seller, insuring the Seller's liability as well as the Purchaser's.

11. Default and Acceleration. It is expressly agreed by the Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of the Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by the Purchaser, and the Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Contract, and as may be necessary or appropriate to protect the Seller's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:

(a) Default by the Purchaser for a period of 15 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by the Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;

(b) Default, for a period of 30 days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;

(c) Encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.

(d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors, (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjusted insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceedings in bankruptcy.

(e) Any part of the Real Estate or all or a substantial part of the property or assets of the Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or the Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;

(f) Desertion or abandonment of the Real Estate, or any part thereof, by the Purchaser;

(g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;

(h) Sale, transfer, conveyance or other disposition of the Purchaser's interest in this Contract or the Purchaser's interest in the Real Estate, or any part thereof, without the Seller's prior written consent.

In the event the Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to the Seller under and by virtue of this Contract, then, it is expressly agreed by the Purchaser that, unless the Purchaser shall have paid more than Fifteen Thousand Dollars (\$15,000.00) of the Purchase Price, the Seller may, at the Seller's option, cancel this Contract and take possession of the Real Estate and remove the Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of the Seller's cancellation upon such default by the Purchaser, all rights and demands of the Purchaser under this Contract and in and to the Real Estate shall cease and terminate and the Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and the Seller shall have the right to retain all amounts paid by the Purchaser toward the Purchase Price as an agreed payment for the Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar the Seller's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by the Seller, including reasonable attorneys' fees incurred by the Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by the Purchaser.

All of the Seller's remedies shall be cumulative and not exclusive. Failure of the Seller to exercise any remedy at any time shall not operate as a waiver of the right of the Seller to exercise any remedy for the same or any subsequent default at any time thereafter.

12. Additional Covenants and Representations of Seller. Upon payment by the Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by the Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by the Purchaser, the Seller agrees and covenants to convey the Real Estate to the Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by the Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.

13. Bulk Plant. It is understood and agreed by and between the parties that in the event of any spillages or leaks occurring on said premises, it shall be the responsibility of Purchaser to immediately remove any oil, chemicals, gasoline or the like and restore said premises to their present condition.

14. General Agreement of Parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.

If to the Seller, at the address which payments to the Seller are to be made.

If to the Purchaser, at Eight--Commerce Drive,
P. O. Box 55, Troy, IN 47588.

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

15. Entire Agreement. This Contract expresses the entire understanding of the Seller and Purchaser with respect to the transactions herein contemplated and may not be amended or modified except by written instrument signed by the Seller and Purchaser hereto.

16. Recording. This Contract may be recorded by the Purchaser, at the Purchaser's expense.

17. Corporate Authority. The undersigned persons executing this Real Estate Contract on behalf of the Seller represent and certify that they are duly elected officers of the Seller and have been fully empowered, by proper resolution of the Board of Directors of the Seller to execute and deliver this Contract; that the Seller has full corporate capacity to enter into this Real Estate Contract; and, that all necessary corporate action

for the making of the Real Estate Contract has been taken and done.

SELLER:

PURCHASER:

MACHINE TOOL SERVICE, INC.

By:

John Plenge
John Plenge, President
(Printed Name and Title)

Paul K. Carson
Paul K. Carson

By:

Hans Eilbraucht
Hans Eilbraucht, Secretary
(Printed Name and Title)

David E. Carson
David E. Carson

SELLER'S ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared John Plenge and Hans Eilbraucht, as President and Secretary, respectively, of Machine Tool Service, Inc., who acknowledged the execution of the foregoing Contract on behalf of said corporation.

WITNESS my hand and notary seal this 2nd day of June, 1987.

My Commission Expires:
October 5, 1988

James O. McDonald
James O. McDonald, Notary Public

My County of Residence is Vigo.

PURCHASER'S ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared Paul K. Carson and David E. Carson, who acknowledged the execution of the foregoing Contract.

WITNESS my hand and Notary Seal this 2nd day of June, 1987.

My Commission Expires:
October 5, 1988

James O. McDonald
James O. McDonald, Notary Public

My County of Residence is Vigo.

This instrument was prepared by Michael H. Hagedorn, Attorney At Law, 1419 Main Street, Tell City, IN 47586.

ENVIRONMENTAL DISCLOSURE DOCUMENT FOR
TRANSFER OF REAL PROPERTY

For Use By County Recorder's Office

The following information is
provided under IC 13-7-22,
the Responsible Property
Transfer Law.

County Wigo
Date April 20, 1990
Doc. No.
Vol.
Page
Rec'd by: Judith Anderson

I. PROPERTY IDENTIFICATION

A. Address of property: 118 Elm Street
Street
Terre Haute, IN 47807
City or Town Township

Permanent Real Estate Index No.: _____

B. Legal Description

Section _____ Township _____ Range _____

Enter or attach complete legal description in this area.

See Exhibit "1" attached hereto.

LIABILITY DISCLOSURE

Transferors and transferees of real property are advised
that their ownership or other control of such property may
render them liable for environmental cleanup costs whether
or not they caused or contributed to the presence of
environmental problems in association with the property.

C. Property Characteristics:

Lot Size _____ Acreage _____

Check all types of improvement and uses that pertain to
the property:

- ☐ Apartment Building (6 units or less)
☐ Commercial apartment (over 6 units)
☒ Office, commercial building
☐ Industrial building
☐ Farm, with buildings
☒ Other (specify) Oil storage tank farm

II. NATURE OF TRANSFER

- | | Yes | No |
|--|---------------|---------------|
| A. (1) Is this a transfer by deed or other instrument of conveyance? | <u> x </u> | <u> </u> |
| (2) Is this a transfer by assignment of over 25% of beneficial interest of a land trust? | <u> </u> | <u> x </u> |
| (3) A lease exceeding a term of 40 years? | <u> </u> | <u> x </u> |
| (4) A mortgage or collateral assignment of beneficial interest? | <u> </u> | <u> x </u> |
| (5) A contract for the sale of property? | <u> </u> | <u> x </u> |

B. (1) Identify Transferor:

David E. Carson of 8 Commerce Drive, Troy, IN 47588
and Paul K. Carson of P.O. Box 2880, Hot Springs, AR
71914, as tenants in common and not as joint tenants.

Name and Current Address of Transferor
not applicable

Trust No.

Name and address of Trustee if this is a transfer of beneficial interest of a land trust.
not applicable

- (2) Identify person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form:

David E. Carson, 8 Commerce Drive, Troy, IN 47588
(812) 547-7951 and Paul K. Carson, P.O. Box 2880,
Hot Springs, AR 71914, (501) 767-7776

Name, Position (if any), and address Tele. No.

C. Identify Transferee:

Valvoline, Inc., 3499 Dabney Drive, P.O. Box 14000,
Lexington, KY 40512.

Name and current address of Transferee

III. ENVIRONMENTAL INFORMATION

A. Regulatory Information During Current Ownership

1. Has the transferor ever conducted operations on the generation, manufacture, processing, transportation, treatment, storage, or handling of "hazardous waste," as defined by IC 13-7-1? This question does not apply to consumer goods stored or handled by a retailer in the same form and approximate amount, concentration, and manner as they are sold to consumers, unless the

retailer has engaged in any commercial mixing (other than paint mixing or tinting of consumer sized containers), finishing, servicing, or cleaning on the property.

 Yes X No

2. Has the transferor ever conducted operations on the property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the transferor's vehicle usage?

 X Yes No

3. Has the transferor ever conducted operations on the property which involved the generation, transportation, storage, treatment, or disposal of "hazardous waste", as defined in IC 13-7-1?

 Yes X No

4. Are there any of the following specific units (operating or closed) at the property that are used or were used by the transferor to manage hazardous wastes, hazardous substances, or petroleum?

	Yes	No
Landfill	<u> </u>	<u> X </u>
Surface Impoundment	<u> </u>	<u> X </u>
Land Treatment	<u> </u>	<u> X </u>
Waste Pile	<u> </u>	<u> X </u>
Incinerator	<u> </u>	<u> X </u>
Storage Tank (Above Ground)	<u> X </u>	<u> </u>
Storage Tank (Underground)	<u> X </u>	<u> </u>
Container Storage Area	<u> X </u>	<u> </u>
Injection Walls	<u> </u>	<u> X </u>
Wastewater Treatment Units	<u> </u>	<u> X </u>
Septic Tanks	<u> </u>	<u> X </u>
Transfer Stations	<u> </u>	<u> X </u>
Waste Recycling Operations	<u> </u>	<u> X </u>
Waste Treatment Detoxification	<u> </u>	<u> X </u>
Other Land Disposal Area	<u> </u>	<u> X </u>

If there are "YES" answers to any of the above items and the transfer of property that requires the filing of this document is other than a mortgage or collateral assignment of beneficial interest, you must attach to the copies of this document that you file with the county recorder and the department of environmental management a site plan that identifies the location of each unit.

5. Has the transferor ever held any of the following in regard to this real property?

(A) Permits for discharges of wastewater to waters of Indiana.

_____ Yes x No

(B) Permits for emissions to the atmosphere.

_____ Yes x No

(C) Permits for any waste storage, waste treatment, or waste disposal operation.

_____ Yes x No

6. Has the transferor ever discharged any wastewater (other than sewage) to a publicly owned treatment works?

_____ Yes x No

7. Has the transferor been required to take any of the following actions relative to property?

(A) Filed an emergency and hazardous chemical inventory form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022).

_____ Yes x No

(B) Filed a toxic chemical release form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11023).

_____ Yes x No

8. Has the transferor or any facility on the property or the property been the subject of any of the following state or governmental actions?

(A) Written notification regarding known, suspected or alleged contamination on or emanating from the property.

_____ Yes x No

(B) Filing an environmental enforcement case with a court or the solid waste management board for which a final order or consent decree was entered.

_____ Yes x No

- (C) If the answer to question (B) was Yes, then indicate whether or not the final order or decree is still in effect for this property.

_____ Yes x No

9. Environmental Release During Transferor's Ownership.

- (A) Has any situation occurred at this site which resulted in a reportable "release" of any hazardous substances or petroleum as required under state or federal laws?

_____ Yes x No

- (B) Have any hazardous substances or petroleum which were released come into direct contact with the ground at this site?

 x Yes _____ No

If the answers to questions (A) and (B) are Yes, have any of the following actions or events been associated with a release on the property?

 No Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surficial materials?

 Yes Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surface materials?

 Yes Sampling and analysis of soils?

 No Temporary or more long term monitoring of groundwater at or near the site?

 No Impaired usage of an on-site or nearby water well because of offensive characteristics of the water?

 No Coping with fumes from subsurface storm drains or inside basements?

 No Signs of substances leaching out of the ground along the base of slopes or at other low points on or immediately adjacent to the site?

10. Is the facility currently operating under a variance granted by the commissioner of the Indiana department of environmental management?

_____ Yes x No

11. Is there any explanation needed for clarification of any of the above answers or responses?
Yes, a verbal inquiry was made by the Indiana Department of Environmental Management and samples were taken of sub-surface soil. I was verbally informed that nothing was found.

B. Site Information Under Other Ownership of Operation

1. Provide the following information about the previous owner or about any entity or person to whom the transferor leased the property or with whom the transferor contracted for the management of the property:

Name: Machine Tool Service, Inc.

117 Elm Street, Terre Haute, IN 47807

Type of business N/A


or property usage Petroleum bulk storage and warehouse

2. If the transferor has knowledge, indicate whether the following existed under prior ownerships, leaseholds granted by the transferor, or other contracts for management or use of the property:

	Yes	No
Landfill	<u> </u>	<u>X</u>
Surface Impoundment	<u> </u>	<u>X</u>
Land Treatment	<u> </u>	<u>X</u>
Waste Pile	<u> </u>	<u>X</u>
Incinerator	<u> </u>	<u>X</u>
Storage Tank (Above Ground)	<u>X</u>	<u> </u>
Storage Tank (Underground)	<u>X</u>	<u> </u>
Container Storage Area	<u>X</u>	<u> </u>
Injection Wells	<u> </u>	<u>X</u>
Wastewater Treatment Units	<u> </u>	<u>X</u>
Septic Tanks	<u> </u>	<u>X</u>
Transfer Stations	<u> </u>	<u>X</u>
Waste Recycling Operations	<u> </u>	<u>X</u>
Waste Treatment Detoxification	<u> </u>	<u>X</u>
Other Land Disposal Area	<u> </u>	<u>X</u>

IV. CERTIFICATION

- A. Based on my inquiry of those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.

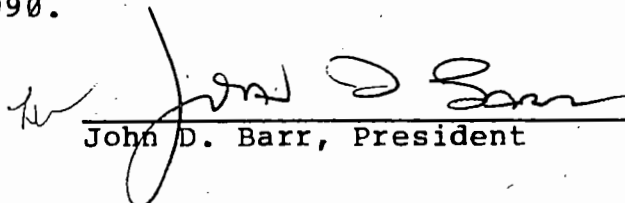


David E. Carson, Transferor



Paul K. Carson, Transferor

- B. This form was delivered to me with all elements completed on April 12, 1990.



John D. Barr, President

EXHIBIT "1"

Lots 1, 2, 3, 6, 7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now City of Terre Haute, in Vigo County, Indiana.

SITE PLAN

EXHIBIT A

LESSOR
MFS

DATE 3-7-83

LESEE Kenne
BI-STATE PROD.

DATE 3-7-72

- → Fire Extinguishers
- → telephones

TOTAL BUILDING 78' x 65'

X CLAMP
WITH
ENCLOSURE
12" x 18"

89' - 48'
RETAINING WALL

22,000 GAL.
TANKS

22,000 GAL
TANK

22,000 GAL.
TANK

22,000 GAL;
TANK

PUMP
HOUSE
ENCLOSURE
12' x 12'

12' x 6' x 1' CONCRETE PLATFORM

11B-6
OPEN DUMP
STAT. 11B-6

ငါတို့ ပုံနှိပ်

(2) LUCKY
TANK

MAINTENANCE

Removed

DATE 12/15/64

RECEPTION AREA

ENTRANCE

. SINGLE SIDE
REF. 154

W/FULL BARE

1. *Chlorophyll *a** and *Chlorophyll *b** were determined by the method of Lichtenthaler and Whistler (1973). The total chlorophyll content was determined by the method of Arar and Cook (1980). The carotenoid content was determined by the method of Lichtenthaler and Whistler (1973). The total carotenoid content was determined by the method of Arar and Cook (1980). The total protein content was determined by the method of Lowry et al. (1951). The total lipid content was determined by the method of Bligh and Dyer (1959). The total carbohydrate content was determined by the method of Dubois and Gilles (1950). The total nucleic acid content was determined by the method of Burton (1956). The total ash content was determined by the method of AOAC (1990). The total moisture content was determined by the method of AOAC (1990). The total dry weight was determined by the method of AOAC (1990). The total organic matter content was determined by the method of AOAC (1990). The total inorganic matter content was determined by the method of AOAC (1990). The total mineral content was determined by the method of AOAC (1990). The total nutrient content was determined by the method of AOAC (1990). The total quality index was determined by the method of AOAC (1990).

• GLENN LINE

WAIVER

Valvoline, Inc., as the transferee to the real estate described herein waives the requirement of delivery of the disclosure document at least thirty (30) days before transfer. Valvoline, Inc., is aware of the purpose and intent of the disclosure document. This waiver is made pursuant to I.C. 13-7-22.5-10.

Dated this 12th day of April, 1990.

Valvoline, Inc.

By: 

Title: President

Pricing for any product or service provided by CHEM Group will be established by a written quote. All aspects of each transaction will be addressed in this quote, as provided by your sales representative. [Back To Top](#)

ADMINISTRATION

All new customers must supply relevant credit information to our accounting department. Credit must be established prior to any business transactions between CHEM Group and the customer. A credit application will accompany all written quotes. Your sales representative can assist you with the application process. [Back To Top](#)

ENVIRONMENT

An Environmental Packet for each CHEM Group facility is available upon request. These packets contain information relevant to questions normally asked at audits. Packets include permits, plant information, topographical information, site vicinity maps, certificates of insurance and other pertinent information. To obtain an Environmental Packet contact your sales representative or our customer service department at 1-800-489-2306.

FEDERAL AND STATE ID NUMBERS

CONSOLIDATED RECYCLING CO., INC.

US EPA I.D. Number	IND098958283
Illinois Facility & Generator I.D. NO.	9181230001
Illinois Waste Hauling Permit	1075
Missouri Generator I.D. NO.	12267
Missouri Facility I.D. NO.	RRIN08
Missouri Waste Transporter I.D. NO.	H-1543
CRCI POTW Discharge Permit	IWP9000046
FED. Tax I.D. Number	35-1466888
SIC Code	2992

HARTLAND DISTILLATIONS, INC.

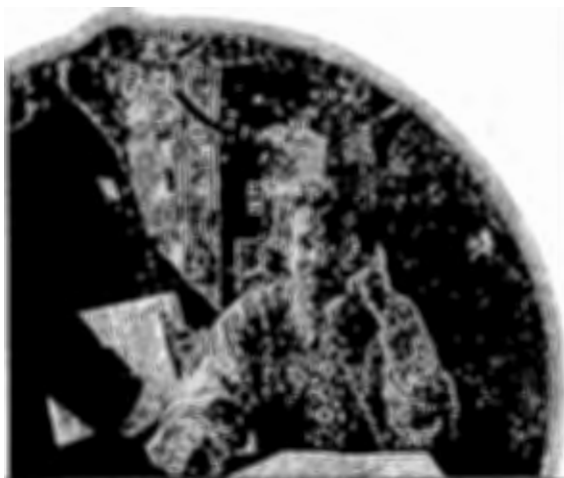
US EPA I.D. Number	INR000005314
FED. Tax I.D. Number	35-1965686

MID AMERICA DISTILLATIONS, INC.

US EPA I.D. Number	ARD983274770
Missouri Generator I.D. NO.	D22643
FED. Tax I.D. Number	35-1715193

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PERSONNEL



Our technical staff includes experienced and knowledgeable chemists, chemical engineers and technicians. CHEM Group sales personnel know the business and take pride in delivering high quality customer service.

Whether it's a contract quote or just a call for information, we're in business to deliver friendly, prompt and efficient service. If you have a question about a CHEM Group product, or would like specific project management information please call 800-489-2306.

[Back To Top](#)

CHEM Group, Inc.

2406 Lynch Road ■ Evansville, IN 47711

Sales: 1-800-489-2306 ■ 812-464-4446 ■ Fax: 812-465-5746

Email: sales@chem-group.com ■ ©1998 CHEM Group

"A TO Z" STREAM MANAGEMENT

The CHEM Group technical staff includes experienced and knowledgeable chemists, chemical engineers, technicians and corporate environmental health and safety managers. Our sales personnel take pride in providing the attentive customer service necessary for high quality, total project management. We offer a variety of analytical and recycling waste management services, technical support and specialized equipment. Our experienced and qualified technicians and state-of-the-art laboratory facility ensure that all materials are processed to your exact specifications. Each project is managed by a chemical engineer, and our processed products often exceed new product specifications.

[Back To Top](#)

PROCESSING FLEXIBILITY AND INTEGRITY

CHEM Group provides processing for a variety of stream sizes, including drums, tote bins, tank trucks and multiple rail cars. Transportation options include a dedicated fleet of tankers and vans, common carrier and rail. We utilize a triple-checked cleaning process with visual inspection to meet customer SPC requirements, ensure purity and prevent contamination. [Back To Top](#)

TOTAL PROJECT CAPABILITY

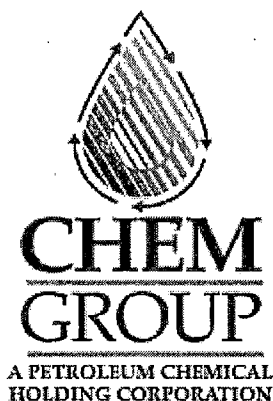
Our reputation is founded upon experience, technical expertise and friendly, efficient service. The CHEM Group approach to project management focuses on safe, high quality, cost-effective reclamation and waste elimination methods that limit liability for our company and yours. If you have specific questions, or would like to discuss an upcoming project with a CHEM Group representative, please call 800-489-2306. We look forward to hearing from you. [Back To Top](#)

SALES

MSD sheets for all CHEM Group products are available upon request. Please contact your sales representative, or our customer service department at 1-800-489-2306.

Product specifications for all CHEM Group products are available by contacting your sales representative, or our customer service department at 1-800-489-2306.

Certificates of Analysis accompany each load of finished product shipped. Parameters for each product will have been established with the customer prior to shipping.



[About CHEM Group](#) | [Sales](#)
[Administration](#) | [Environment](#) | [Personnel](#)

MISSION STATEMENT

*OUR MISSION IS TO RECOVER THE EARTH'S VALUABLE
RESOURCES
IN THE MOST EFFICIENT AND ENVIRONMENTALLY SOUND WAY.*

*THE STRENGTH OF OUR RESOURCES IS
OUR EMPLOYEES AND OUR CUSTOMERS.*

*EXCELLENCE IN MANAGEMENT, SAFETY AND COMPLIANCE
IS OUR MINIMUM STANDARD OPERATING OBJECTIVE.*

FULL SERVICE PETROCHEMICAL PROCESSING

CHEM Group provides a wide range of quality, custom toll re-refining, distillation and specialty petrochemical processing services. All facilities utilize state-of-the-art wiped film evaporation and column distillation equipment for the high vacuum, high temperature separation of heat sensitive natural and synthetic fluids, as well as the distillation and production of virgin products. Computerized flow control of all materials provides 100% accountability on all batch processing.

By recovering value from virgin by-product streams and recycling chemicals, CHEM Group greatly reduces both new material and disposal costs, and in many cases dramatically reduces operating expenses. We also have the ability to develop additional leading edge technologies to cost effectively manage new and existing streams. CHEM Group also offers product and by-product brokerage capabilities, which may create even greater value in an existing stream. [Back To Top](#)

John M. Donald

ABSTRACT

No. 154097

PREPARED AT

THE

VIGO-WADE ABSTRACT OFFICE

Telephone 232-7872

Room No. 7, Court House

Terre Haute, Indiana

(NORTH END OF BASEMENT)

FOR

Machine Tool Service, Inc.

BY

VIGO-WADE ABSTRACT CO., INC.

ESTABLISHED - 1874

INCORPORATED - 1901

RE-INCORPORATED - 1958

Member

THE AMERICAN LAND TITLE ASSOCIATION

INDIANA LAND TITLE ASSOCIATION

The lands of Vigo County are in Townships No. 10, 11, 12 and 13, north of the BASE LINE of Indiana and Illinois, which is $38^{\circ}30'$, north latitude, and in Ranges No. 7, 8, 9, 10 and 11, west of the SECOND PRINCIPAL MERIDIAN, which is $86^{\circ}28'$ west longitude.

NOTICE

THIS ABSTRACT IS A COLLECTION OF
RECORD ENTRIES AFFECTING TITLE,
AS DETAILED IN THE ABTRACTOR'S
CERTIFICATE.

IT IS NOT A GUARANTEE OR OPINION
THAT THE TITLE IS GOOD.

ONLY A LAWYER CAN GIVE YOU A
COMPETENT OPINION AS TO
WHETHER THE TITLE IS GOOD AND
MERCHANTABLE.

*Declaration of principles jointly adopted by
Committee of Terre Haute Bar Association
and Terre Haute Abstractors.*

AN ABSTRACT
OF THE
Conveyances, Mortgages
AND
Incumbrances of Record
IN
VIGO COUNTY, INDIANA
UPON

Lots 1-2-3-6-7 and 8, in
Block 7, in Linton's Addition,
a Subdivision of West Lot 2,
of the original West Lots of
the Town, now City, of Terre
Haute, in Vigo County,
Indiana.

No. 1

LEAF

PRINTED TITLE

From the United States Entries to the Conveyance of
Lots and Lands by

MOSES HOGGATT and ROBERT STURGUS,
Trustees, or the survivor,

of the Land occupied by the Original

TOWN OF TERRE HAUTE.

Tract Book Page 77.

Description of Tract	E. frac. Sec. 21, T. 12 N, R. 9 W.
Contents	416.40 acres.
Name of Purchaser	Joseph Kittchell.
Kind of Land	United States.
Date of Entry	September 18th, 1816.

Tract Book Page 78.

Description of Tract	E. frac. Sec. 28. T. 12 N, R. 9 W.
Contents	461.24 acres.
Name of Purchaser	Joseph Kittchell.
Kind of Land	United States.
Date of Entry	September 14th, 1816.

LEAF

Knox County Deed Record A, Vol. 1, Page 420.

CUTHBERT AND THOMAS BULLITT, JONATHAN LINDLEY,
ABRAHAM MARKLE AND HYACINTH LASSELLE.

AGREEMENT,

This agreement sets out, in substance: That JOSEPH KITCHELL purchased at public sale the following tracts of land, to-wit:—

East fr. of Sec. 21, T. 12 N., R. 9 W.,	416.40 A. at \$32.13 per A.		
East " " 28, " "	461.21 " "	16.00	" "
NW 1/4 " " 33, " "	156.78 " "	4.76	" "
SW 1/4 " " " " " "	160.00 " "	8.01	" "
NE 1/4 " " " " " "	160.00 " "	6.00	" "
SE 1/4 " " " " " "	160.00 " "	4.11	" "
East fr. " " 31 & 32, " "	313.35 " "	2.00	" "
" " " " 5, T. 11 N., R. 9 W.,	391.13 " "	4.11	" "

and four other tracts now in Parke and Vermillion counties—13 tracts in all. That KITCHELL assigned in due form said tracts to the parties hereto as tenants in common, and it is agreed that said tracts shall be apportioned into twelve equal shares or parts and be held as follows:

Cuthbert and Thomas Bullitt, two twelfths.

Jonathan Lindley, four twelfths.

Abraham Markle, three twelfths.

Hyacinth Lasselle, three twelfths.

That they pay the purchase money for said lands into the Receiver's office at Vincennes in proportion to their respective shares, $\frac{1}{2}$ thereof upon the execution of this agreement and the residue in installments on August 1st in the years 1818, 1819, 1820, any party failing to make any payment when due to forfeit all his interest in said lands to the parties so paying. And that they proceed to dispose of said lands as soon as convenient.

Dated September 19, 1816, and acknowledged same date before E. Stout, J. P., Knox Co., Ind.
Recorded September 19, 1816.

Knox County Deed Record A, Vol. 1, Page 424.

CUTHBERT AND THOMAS BULLITT, JONATHAN LINDLEY,
ABRAHAM MARKLE AND HYACINTH LASSELLE.

— TO —

JOSEPH KITCHELL.

POWER OF ATTORNEY.

To take possession of the thirteen tracts of land purchased by us at the sale of United States lands at Vincennes, to lay off into town lots, in and out, such parts thereof and after such plan as we shall designate, to advertise and make public sale of said lots upon such credit as we may direct and to execute bonds for conveyances by us to the purchasers when called upon after the Patents can be obtained for said lands.

Dated September 19, 1816, and acknowledged same date before E. Stout, J. P., Knox Co., Ind.
Recorded September 19, 1816.

Vigo County Deed Record, Vol. 1, Pages 117 and 120.

JONATHAN LINDLEY

—TO—

DAVID RAYMOND, HENRY SPEED, JOSEPH KITCHELL, JOHN OWENS, JONATHAN LYON, JOHN DEPAUW AND WILLIAM HOGGATT.

ASSIGNMENT AND AGREEMENT.

After referring to the agreement dated September 19, 1816, between the BULLITTS, LINDLEY, MARKLE and LASSELLE, forming a copartnership in "thirteen tracts of land on the river Wabash in the vicinity of Fort Harrison," wherein LINDLEY became owner of four-twelfths of said lands, said LINDLEY now sells and divides his four shares as follows:— to JOSEPH KITCHELL $\frac{1}{3}$ of a share, to DAVID RAYMOND $\frac{1}{3}$ of a share, to HENRY SPEED $\frac{1}{3}$ of a share, to WILLIAM HOGGATT $\frac{1}{3}$ of a share, to JONATHAN LYONS, JOHN DEPAUW and JOHN OWENS each $\frac{1}{3}$ of a share, said LINDLEY reserving $\frac{1}{3}$ of a share to himself. Said parties having paid LINDLEY their respective proportions of the first payment for said lands, agree to pay their proportions of the residue under the penalties for non-payment contained in the original agreement.

Dated September 25, 1816.

Vigo County Deed Record, Vol. 1, Page 119.

JOHN OWENS

—TO—

CUTHBERT AND THOMAS BULLITT.

ASSIGNMENT FOR VALUABLE CONSIDERATION.

All his interest under the contract between LINDLEY and others dated September 25, 1816, and subject to all its conditions.

Dated October 15, 1818, and acknowledged same date before Haley L. Buckner, J. P., Jefferson Co., Ky.

Recorded June 28, 1819.

Vigo County Deed Record, Vol. 1, Page 121.

HENRY SPEED

—TO—

CUTHBERT AND THOMAS BULLITT.

ASSIGNMENT FOR VALUABLE CONSIDERATION.

All his interest under the contract between LINDLEY and others dated September 25, 1816, and subject to all its conditions.

Dated July 8, 1818, and acknowledged October 19, 1818, before D. Fitzhugh, J. P., Jefferson Co., Ky.

Recorded June 28, 1819.

LEAF

others dated September 26, 1816, in
tions.

Dated July 8, 1818, and acknowledged October 10, 1818, be-
fore D. Fitzhugh, J. P., Jefferson Co., Ky.
Recorded June 28, 1819.

LEAF

Knox County Deed Record A, Vol. 1, Page 457.

PLAN OF TERRE HAUTE.

October 25, 1816, JOSEPH KITCHELL, agent for C. & T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE, proprietors of the Town of Terre Haute, makes oath before E. Stout, J. P., Knox Co., Ind., that the plat here recorded is a true copy of the original plat of said Town.

Recorded October 25, 1816.

(NOTE. — This plat shows that portion of Terre Haute bounded North by Eagle Street, East by Fifth street, South by Swan street and West by Water street, with Wabash River farther West, without any further location or description of the land platted. This land comprises 35 blocks; one of which is reserved for Public Square, one-fourth of another for Church, and one-fourth of another for Seminary. There are 268 lots, each 141 feet 2 inches in depth and 74 feet 7 inches front except lots 118, 123, 142, 147, which are 66 feet 7 inches front. The streets are each 65 feet wide except Water, First, Second, Wabash and Ohio streets, which are 81 feet $6\frac{1}{2}$ inches, and Third or Market street, which is 99 feet 5 inches. All alleys are 15 feet 11 inches wide.]

Vigo County Deed Record, Vol. 1, Page 36.

CUTHBERT BULLITT, THOMAS BULLITT, JONATHAN LINDLEY,
ABRAHAM MARKLE AND HYACINTH LASSELLE

— TO —

JOHN OWENS.

POWER OF ATTORNEY.

We hereby revoke and set aside a Power of Attorney given by us to JOSEPH KITCHELL, dated September 19, 1816, and recorded in Knox Co., Ind., and we hereby appoint JOHN OWENS for us to take possession of thirteen tracts of land purchased by us of the United States at the sale of lands at Vincennes and lying on or near the Wabash River and on one of which the Town of Terre Haute has been laid, and to do for us all business that we could do if present, except the sale or conveyance of any of said lands.

Dated October 17, 1817, and acknowledged as follows:—October 17, 1817, by CUTHBERT and THOMAS BULLITT before D. Fitzhugh, J. P., Jefferson Co., Ky.; October 25, 1817, by HYACINTH LASSELLE before E. Stout, J. P., Knox Co., Ind.; November 1, 1817, by ABRAHAM MARKLE before Joseph Dickson, J. P., Sullivan Co., Ind., and July 22, 1818, by JONATHAN LINDLEY before Peleg R. Allen, J. P., Orange Co., Ind.

Recorded August 13, 1818.

No. 4.

Vigo County Deed Record, Vol. 1, Page 238.

THOMAS BULLITT AND DIANA M., HIS WIFE,

— TO —

CUTHBERT BULLITT.

DEED IN CONSIDERATION OF \$1.00.

All said THOMAS BULLITT's interest derived from HENRY SPEED AND JOHN OWENS in $\frac{1}{4}$ of $\frac{1}{4}$ and $\frac{1}{4}$ of $\frac{1}{4}$ parts of thirteen tracts of land in Indiana, on the Wabash River in the vicinity of Fort Harrison, and upon two of which tracts the Town of Terre Haute stands.

Dated December 22, 1819.

Acknowledged October 23, 1820, and DIANA M. releases dower before Fort Cosby, J. P., Jefferson County, Ky., with certificate of magistracy same date from Worden Pope, Clerk of said county, authenticated October 24, 1820, by John Bell, Presiding Judge of the County Court of said county.

Recorded February 26, 1821.

Vigo County Deed Record, Vol. 1, Page 155.

JOSEPH KITCHELL

— TO —

JONATHAN LINDLEY.

ASSIGNMENT IN CONSIDERATION OF \$1,000.00.

All his interest, being $\frac{1}{4}$ of a share, or $\frac{1}{8}$ of thirteen tracts of land on the River Wabash near Fort Harrison, which interest he holds under agreement between said LINDLEY and others dated September 25, 1816

Dated June 28, 1819.

January 21, 1820, Jno. M. Colman, a subscribing witness, makes oath before Curtis Gilbert, Recorder of Vigo County, Ind., that JOSEPH KITCHELL signed, sealed and acknowledged this instrument in his presence.

Recorded January 21, 1820.

Vigo County Deed Record, Vol. 1, Page 88.

JOHN HOLLOWAY

— TO —

EBENEZER WILSON AND SALEM POCOCK, AS TENANTS
IN COMMON.

ASSIGNMENT IN CONSIDERATION OF \$130.00.

All his interest in all the lands purchased by C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE or HYACINTH LASSELLE for and in the name of the TERRE HAUTE COMPANY and designated in an agreement between them, said HOLLOWAY being entitled by a second agreement between said LASSELLE and others to $\frac{1}{10}$ of $\frac{1}{4}$ thereof, subject to all conditions in said agreements.

Dated April 16, 1817.

February 26, 1819, Gen'l W. Johnston, a subscribing witness made oath before Chas. B. Modesitt, J. P., Vigo County.

Vigo County Deed Record, Vol. 1, Page 238.

THOMAS BULLITT AND DIANA M., HIS WIFE,

— TO —

CUTHBERT BULLITT.

DEED IN CONSIDERATION OF \$1.00.

All said THOMAS BULLITT's interest derived from HENRY SPEED AND JOHN OWENS in $\frac{1}{2}$ of $\frac{1}{2}$ and $\frac{1}{2}$ of $\frac{1}{2}$ parts of thirteen tracts of land in Indiana, on the Wabash River in the vicinity of Fort Harrison, and upon two of which tracts the Town of Terre Haute stands.

Dated December 22, 1819.

Acknowledged October 23, 1820, and DIANA M. releases dower before Fort Cosby, J. P., Jefferson County, Ky., with certificate of magistracy same date from Worden Pope. Clerk of said county, authenticated October 24, 1820, by John Bell, Presiding Judge of the County Court of said county.

Recorded February 26, 1821.

Vigo County Deed Record, Vol. 1, Page 155.

JOSEPH KITCHELL

— TO —

JONATHAN LINDLEY.

ASSIGNMENT IN CONSIDERATION OF \$1,000.00.

All his interest, being $\frac{1}{2}$ of a share, or $\frac{1}{2}$ of thirteen tracts of land on the River Wabash near Fort Harrison, which interest he holds under agreement between said LINDLEY and others dated September 25, 1816.

Dated June 28, 1819.

January 21, 1820, Jno. M. Colman, a subscribing witness, makes oath before Curtis Gilbert, Recorder of Vigo County, Ind., that JOSEPH KITCHELL signed, sealed and acknowledged this instrument in his presence.

Recorded January 21, 1820.

Vigo County Deed Record, Vol. 1, Page 88.

JOHN HOLLOWAY

— TO —

EBENEZER WILSON AND SALEM POCOCK, AS TENANTS
IN COMMON.

ASSIGNMENT IN CONSIDERATION OF \$130.00.

All his interest in all the lands purchased by C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE or HYACINTH LASSELLE for and in the name of the TERRE HAUTE COMPANY and designated in an agreement between them, said HOLLOWAY being entitled by a second agreement between said LASSELLE and others to $\frac{1}{2}$ of $\frac{1}{2}$ thereof, subject to all conditions in said agreements.

Dated April 10, 1817.

February 26, 1819, Gen'l W. Johnston, a subscribing witness made oath before Chas. B. Modesitt, J. P., Vigo County.

Dated April 10, 1817.
February 20, 1819. Genl W. Johnston, a subscribing wit-
ness made oath before Chas. B. Modesitt, J. P., Vigo County.

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Ind., that he and Henry Dubois signed this instrument as witnesses in the presence of and by consent and request of said John Holloway.

For and in consideration of the sum of \$80.00 to me in hand paid I do assign and set over unto DANIEL POCOCK all my right, title, claim and interest to the one equal undivided half of the within named purchaser.

(Signed) EBENEZER WILSON.

Recorded February 26, 1819.

Vigo County Deed Record, Vol. 1, Page 173.

JOHN LONG
TO
EBENEZER WILSON.

ASSIGNMENT IN CONSIDERATION OF \$192.50.

All his interest in a number of fractions and quarter sections including Terré Haute and adjoining Fort Harrison, purchased by C. and T. BULLITT and others at the sale of public lands at Vincennes in September, 1816, his interest being $\frac{1}{2}$ of $\frac{1}{2}$ derived from HYACINTH LASSELLE by agreement dated September 28, 1816, which is subject to a first agreement of same date between C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE.

Dated May 23, 1817, and acknowledged June 30, 1817, before Frederick Gaiter, J. P., Knox County, Ind., with certificate of magistracy from Robt. Buntin, Clerk of Circuit Court of said county, June 30, 1818.

Recorded April 8, 1820.

Vigo County Deed Record, Vol. 1, Page 150.

JOHN CARR
—TO—
CHARLES SMITH.

ASSIGNMENT IN CONSIDERATION OF \$109.18.

All his interest in $\frac{1}{2}$ of $\frac{1}{2}$ of that large quantity of lands consisting of quarter sections and fractions, including and adjacent to Terre Haute, purchased by C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE at the sale of public lands of the United States at Vincennes in September, 1816, his interest being derived from said LASSELLE by agreement dated September 28, 1816, and which is subject to a first agreement of same date between said BULLITTS, LINDLEY, LASSELLE and MARKLE.

Dated July 13, 1818, and acknowledged same date before John McDonald, J. P., Knox County, Ind., with certificate of magistracy from Robt. Buntin, Clerk of the Circuit Court of said county, Dec. 30, 1819.

Recorded January 4, 1820.

Vigo County Deed Record, Vol. 1, Page 149.

JOHN DUNN

—TO—

CHARLES SMITH.

ASSIGNMENT IN CONSIDERATION OF \$232.00.

All his interest in two shares of HYACINTH LASSELLE's three shares, divided into twenty equal shares or parts, of several tracts of land in Indiana purchased by JOSEPH KITCHELL at the public sale of lands at Vincennes in September, 1816, and assigned by him to C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE and described in an agreement between them dated September 19, 1816. Said DUNN derives his interest by a second agreement dated September 28, 1816, between HYACINTH LASSELLE, TRUMAN BLACKMAN, JOHN GOODWIN, JOSEPH WARNER, CALEB CRAWFORD, ANDREW HIMROD, M. and H. RECHERVILLE, MICHAEL BROUILLETTE, PIERRE BROUILLETTE, MODESET and SHIELDS, JOHN DUNN, ROBERT HARRISON, JOHN CARR, JOHN R. HOLLOWAY, CHARLES THOMPSON, JOHN ANDREWS, PIERRE LAPLANTE and JOHN LONG.

Dated July 14, 1818, and acknowledged same date before E. Stout, J. P., Knox County, Ind., with certificate of magistracy from Robert Buntin, Clerk Circuit Court, Knox County, Ind., December 30, 1819.

Recorded January 4, 1820.

Knox County Deed Record A, Vol. 1, Page 425.

ABRAHAM MARKLE

—TO—

ELIAKIM CROSBY, ELEAZAR ASPINWALL AND HARLOW & TRIMBLE.

ASSIGNMENT FOR VALUABLE CONSIDERATION.

To said CROSBY $\frac{1}{4}$ part, to said ASPINWALL $\frac{1}{4}$ part, and to said HARLOW & TRIMBLE $\frac{1}{4}$ part (said MARKLE retaining to himself $\frac{1}{4}$ part) of said MARKLE's one-fourth interest in the following lands, to-wit:

East fr. Sec. 21, T. 12 N., R. 9 W., containing 416.24 acres,

East fr. Sec. 28, T. 12 N., R. 9 W., containing 461.24 acres,
and other lands,

derived by agreement between C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE, dated September 19, 1816. This assignment is subject to the conditions of said original agreement.

Dated September 20, 1816, and acknowledged same date before E. Stout, J. P., Knox County, Ind.

Recorded September 26, 1816.

Dated September 20, 1816, and acknowledged
before E. Stout, J. P. Knox County, Ind.
Recorded September 20, 1816.

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Knox County Deed Record B, Vol. 1, Page 185.

ELIAKIM CROSBY

— TO —

WILLIAM HARLOW.

ASSIGNMENT IN CONSIDERATION OF \$1,500.

All his interest in $\frac{1}{8}$ part of the following lands, to-wit:—
East fr. Sec. 21, T. 12 N., R. 9 W., containing 416.40 acres,
East fr. Sec. 28, T. 12 N., R. 9 W., containing 461.24 acres,
and other lands,

derived by him under agreement between ABRAHAM MARKLE,
ELIAKIM CROSBY, ELEAZAR ASPINWALL and HARLOW &
TRIMBLE, dated September 20, 1816.

Dated October 8th, 1817, and acknowledged same date before
Eth'n A. Brown, Supreme Judge, Ohio.

Recorded July 1, 1818.

Vigo County Deed Record, Vol. 1, Page 253.

WILLIAM HARLOW

— TO —

JOHN SHEETS.

ASSIGNMENT FOR VALUABLE CONSIDERATION.

All his interest in the undivided $\frac{1}{8}$ part of several tracts of
land remaining unsold described in the annexed contract,
subject to the conditions of the contract referred to between
ABRAHAM MARKLE, ELIAKIM CROSBY, ELEAZAR ASPINWALL
and HARLOW & TRIMBLE, dated September 20, 1816.

Dated October 23, 1819, and acknowledged July 17, 1820,
before Isaac G. Burnett, Mayor of Cincinnati, Ohio.

Recorded April 4, 1821.

Vigo County Deed Record, Vol. 1, Page 212.

WILLIAM HARLOW

— TO —

GORHAM A. WORTH, Cashier of the office of Discount and
Deposit of the Bank of the United States.

DEED OF TRUST.

All his interest, being the undivided $\frac{1}{8}$ part in the follow-
ing tracts of land, to-wit:—

East fr. Sec. 21, T. 12 N., R. 9 W., containing 416.44 acres,
East fr. Sec. 28, T. 12 N., R. 9 W., containing 461.24 acres,
and other lands,

except such of said lands as have been sold before November
1st last.

Said WORTH is to make the last payment due on said lands
to the UNITED STATES and take the title in his own name for

No. 6.

the uses herein mentioned, to sell all or any of said lands and apply the proceeds to the payment of a note of \$5,000.00 due by said HARLOW to said office of Discount and Deposit, also of \$474.63 the amount to be advanced to make said land payment to the UNITED STATES, and also all costs and charges that may accrue herein, and the remainder to be held for said HARLOW.

Dated June 6, 1820, and acknowledged same date before Daniel Roe, J. P., Hamilton County, Ohio.
Recorded November 10, 1820.

Vigo County Deed Record, Vol. 1, Page 28.

WILLIAM HARLOW

— TO —

JOHN SHEETS.

ASSIGNMENT IN CONSIDERATION OF \$1,000.00.

All his right and title to a part of the entire & part of the whole property of the Town of Terre Haute, Ind., which part is to include all the remaining interest he held on November 1, 1819.

Dated January 20, 1821, and acknowledged same date before Daniel Roe, J. P., Hamilton County, Ohio, with certificate of magistracy from Daniel Gano, Clerk Common Pleas Court of said county, January 31, 1821.

Recorded April 4, 1821.

Vigo County Deed Record, Vol. 1, Page 91.

ABRAHAM MARKLE

— TO —

ELEAZAR ASPINWALL.

Deed in Consideration of Conveyance of Other Lands, Goods and Chattels.

All his, MARKLE's, interest in $\frac{1}{4}$ part of the following tracts of land, to-wit:—

East fr. Sec. 21, T. 12 N., R. 9 W., containing 40.40 acres,
East fr. Sec. 28, T. 12 N., R. 9 W., containing 40.24 acres,
and other lands.

Said MARKLE deriving $\frac{1}{4}$ interest in said lands by agreement between C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE, dated September 10, 1816.

MARKLE also hereby releases, conveys and confirms to said ELEAZAR ASPINWALL the undivided $\frac{1}{4}$ part of said lands in which said ASPINWALL is entitled by agreement between said MARKLE, ASPINWALL, ELIAKIM CROSBY and HARTWELL & TRIMBLE, dated September 20, 1816.

(HARLOW is referred to as surviving partner of HARLOW & TRIMBLE.)

Dated October 3, 1818, and acknowledged October 16, 1818, before Curtis Gilbert, Recorder Vigo County, Ind.
Recorded November 24, 1819.

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Vigo County Deed Record, Vol. 1, Page 94.

PLAT OF TERRE HAUTE.

March 24, 1819, JOHN OWENS, agent for C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE of the Town of Terre Haute, Ind.

FILED
Dated October 3, 1819, and acknowledged
before Curtis Gilbert, Recorder Vigo County, Ind.
Recorded November 24, 1819.

LEAF

Vigo County Deed Record, Vol. 1, Page 94.

PLAT OF TERRE HAUTE.

March 24, 1819, JOHN OWENS, agent for C. and T. BULLITT, JONATHAN LINDLEY, ABRAHAM MARKLE and HYACINTH LASSELLE, proprietors of the Town of Terre Haute, made oath before Chas. B. Modesitt, J. P., Vigo County, Ind., that the within is a true copy from the original plat of said Town of Terre Haute.

Recorded March 24, 1819.

(NOTE.—This plat is a copy similar to the one recorded in Knox County Deed Record A, Vol. 1, Page 457.

Vigo County Deed Record, Vol. 5, Page 204.

REGISTER'S OFFICE, VINCENNES, October 27, 1835.

This certifies that on October 17, 1820, a final certificate, No. 2210, bearing date said October 17, 1820, was granted at this office to C. and T. BULLITT, JONATHAN LINDLEY, H. LASSELLE and E. ASPINWALL, assignees of JOSEPH KITCHELL, for the East fraction of Section No. 21, Township No. 12 W., Range No. 9 West, and further that on said October 17, 1820, a final certificate was dated and granted at this office, number 2211, to said C. and T. BULLITT, JONATHAN LINDLEY, H. LASSELLE and E. ASPINWALL, assignees of JOSEPH KITCHELL, for the East fraction No. 28, Township No. 12 North, Range No. 9 West.

Given under my hand.

(Signed) JOHN BADOLLET, R. L. O.

Recorded October 31, 1835.

Vigo County Deed Record, Vol. 1, Page 318.

THOMAS BULLITT AND DIANA M., HIS WIFE,
CUTHBERT BULLITT AND NANCY, HIS WIFE,
JONATHAN LINDLEY AND MARTHA, HIS WIFE,
HYACINTH LASSELLE AND JULIA, HIS WIFE.

— TO —

MOSES HOGGATT AND ROBERT STURGES AND THE SURVIVOR
OF THEM.

DEED OF TRUST.

All their interest in the following tracts of land, to-wit:
East fr. portion of Section 21, T. 12 N., R. 9 W.
" " " 28, " "
and other lands—13 tracts in all.

Deed recites in substance:—That a partnership was formed between said CUTHBERT and THOMAS BULLITT, JONATHAN LINDLEY, HYACINTH LASSELLE and one ABRAHAM MARKLE for the purchase of said lands from the United States, and articles of agreement entered into by them showing the interest of each of said parties. That said lands were purchased and patents obtained therefor in the names of C. and T. BULLITT, JONATHAN LINDLEY, HYACINTH LASSELLE and one ELEAZAR ASPINWALL, now deceased, the said MARKLE having sold and conveyed all his interest in said lands to said ASPINWALL and others before said Patents were issued. That the Town of Terre Haute has been established on part of two of said tracts and sundry lots sold for which deeds remain to be made, and the remaining part of said tracts are to be sold on October next at Terre Haute on credits of 6 and 12 months.

Now in order to avoid expense and inconvenience in making deeds for the lots already sold and for the residue of said lands to be sold in order to close the copartnership, this deed is made upon the Trust and to the uses and purposes following and no other, to-wit: Said Trustees or the survivor shall by deeds convey the lots aforesaid with covenants of general warranty in the names of the parties concerned, and in their names to sign, seal and deliver the same according to law. They shall sell the residue of said thirteen tracts on October 1st next, on a credit of 6 and 12 months. Upon payment of the purchase money, deeds of general warranty shall be made binding the parties concerned according to their respective shares and no further. Any person claiming any part of said tracts under the grantors herein shall have the right to purchase to the extent of his interest any of said lands for sale.

Inasmuch as it appears from two agreements on record, one in Vigo County and the other in Knox County, Ind., made by said MARKLE and others, that said MARKLE has sold and

conveyed his interest in the copartnership, being three shares, and it is understood that said MARKLE did assign all his interest in the Land Certificates, upon which said Patents were issued, to said ELEAZAR ASPINWALL, now deceased, and doubts have arisen as to whom said interest is payable, now the Trustees herein shall retain the proper part of the proceeds arising from said interest in said copartnership of the three shares until it is fully ascertained to whom it may be legally distributed. And the Trustees shall divide the proceeds of the sales of said lots and lands among the parties concerned in proportion to their respective shares.

Dated Sept. 29, 1821, and acknowledged as follows; Oct. 11, 1821, by Hyacinth and Julia Lasselle before E. Stout, J. P., Knox County, Ind., with certificate of magistracy same date from Rob't Buntin, Clerk of said county; Oct. 18, 1821, by Thomas, Diana, Cutbert and Nancy Bullitt, and said wives release dower, before Fortunatus Cosby, J. P., Jefferson Co., Ky., with certificate of magistracy, same date, from Worden Pope, Clerk of County Court of said county; Oct. 27, 1821, by Jonathan and Maria Lindley before Ephraim Doan, J. P., Orange Co., Ind., with certificate of magistracy same date from William Hoggatt, Clerk Circuit Court of said county.

(Nancy Bullitt signs as Ann Bullitt.)

Recorded April 16, 1822.

Vigo Probate Court Complete Record, Vol. 1, Page 102.

LAST WILL OF ELEAZAR ASPINWALL.

I give and devise all my messuages and tenement situated, lying and being in Torre Haute, Vigo Co., Ind., known on the plat of said town as Lot No. 1, to my wife, ELIZA ASPINWALL, for and during the term of one year and until sold.

(Also certain articles of personal property and \$400.00 in money.)

Also I give and bequeath to my sister, ANN ASPINWALL, the sum of \$400.00 in current money.

Finally all the rest and residue of my personal estate and all my real estate after payment of my debts, legacies and funeral expenses. I give, devise and bequeath to my brothers, CHESTER ASPINWALL and LEWIS ASPINWALL, and my sister, ROXA CAMPBELL, to be divided among them.

In witness whereof I have hereunto set my hand and seal this Sept. 20, 1820.

(Signed) ELEAZAR ASPINWALL.

Signed, sealed, published and declared by the said testator as and for his last Will and Testament in our presence, who at his request, in his presence and in the presence of each other, have subscribed our names as witnesses thereto.

(Signed) LUCIUS H. SCOTT.

WM. C. LINTON.

Proved Nov. 24, 1821, in vacation, before Curtis Gilbert, Clerk Circuit Court Vigo Co., Ind., and letters of administra-

Proved Nov. 24, 1820, in vacation, before ^{Wm. C. Linton,} Curtis Gilbert,
Clerk Circuit Court Vigo Co., Ind., and letters of administra-

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tion with will annexed were granted to Eliza Aspinwall and Wm. C. Linton.

At July term, 1831, of said Court said Administrators filed their final report and said estate was declared finally settled. (Being settled as insolvent.)

Vigo County Deed Record, Vol. 1, Page 301.

ELIZA ASPINWALL

— TO —

WILLIAM C. LINTON.

POWER OF ATTORNEY.

For me and in my name as Administratrix, with the will annexed of ELEAZAR ASPINWALL, deceased, to sell, grant and convey all or any real estate in Vigo county, Ind., of which said ELEAZAR ASPINWALL died seized or possessed, and to execute in my name all such deeds of conveyance as should be legal and proper for me to do. Also, to give and execute to the purchasers of said real estate a release and quit claim of all manner of dower I have or may claim in said land of said ASPINWALL, deceased.

Dated August 31, 1821.

August 31, 1821, before Henry M. Campbell, Judge of Common Pleas Court, Erie county, N. Y. Joseph Clary, subscribing witness, made oath that said Eliza Aspinwall executed and acknowledged this instrument in his presence.

Recorded February 5, 1822.

Vigo County Deed Record, Vol. 1, Page 313.

CHESTER ASPINWALL, LEWIS ASPINWALL, GEORGE
CAMPBELL AND ROXANA, HIS WIFE,

— TO —

WILLIAM C. LINTON.

POWER OF ATTORNEY.

For us and in our names to sell and convey our real estate in Vigo county, Ind., which consists of certain shares in thirteen tracts of land known by the name of the Terre Haute purchase, and to execute Deeds with general warranty therefor; to constitute and appoint MOSES HOGGATT and ROBERT STURGIS, Trustees, for us for the purpose of making sale of said real estate, or any part thereof, and to make, execute and deliver for us to said HOGGATT and STURGIS a Deed of Trust

ns. 9.

of our said real estate with power
by Deeds of general warranty.

Dated ———, 1821, and a
cember 22, 1821, by Chester A.
dale, N. P., Genessee county,
George and Roxana Campbell,
Addison county, Vt., with certifi-
Slade, Jr., Secretary of State of
February 20, 1822, by Lewis A.
Commissioner, Albany county,
thentication February 20, 1822,
uty-Secretary of State of New
and also to Wm. H. Tisdale.

Recorded March 26, 1822.

Vigo County Deed Recd

ELIZA ASPINWALL, CHESTER AS-
AND ROXANA, HIS WIFE, AND
ELEAZAR ASPINWALL, DECE.
WILLIAM C. LINTON,

— TO
MOSES HOGGATT AND ROBERT S
OF TH

DEED OF

All their interest in the followi
East fr. Section 21, T. 12 N., R
" " " 28, "

and other lands—

Deed recites, in substance :—W
by name of Terre Haute Compan
the United States said thirteen
the share of a certain ABRAHAM
in said company, in the property
equal parts out of twelve equal
and conveyed away his said share
in the same to ELEAZAR ASPINW
grantors herein convey to said
three equal parts out of twelve
assigned as aforesaid and all thei
said ELEAZAR ASPINWALL, dece.
upon trust and to the ends, use
subject to the promises and agre
of Trust from THOMAS BULLITT
BERT BULLITT and NANCY, his wi
MARTHA, his wife, and HYACIN
wife, to said HOGGATT and STORC

Dated April 16, 1822, and ackn
Demas Deming, Associate Judge,
Recorded April 16, 1822.

of our said real estate with power to sell and convey the same by Deeds of general warranty.

Dated —, 1821, and acknowledged as follows: December 22, 1821, by Chester Aspinwall, before Wm. H. Tisdale, N. P., Genessee county, N. Y. February 18, 1822, by George and Roxana Campbell, before Noah Hawley, J. P., Addison county, Vt., with certificate of magistracy from Wm. Slade, Jr., Secretary of State of Vermont, February 14, 1822. February 20, 1822, by Lewis Aspinwall, before A. Mandell, Commissioner, Albany county, N. Y., with certificate of authentication February 20, 1822, from Arch'd Campbell, Deputy-Secretary of State of New York, as to Addison Mandell, and also to Wm. H. Tisdale.

Recorded March 26, 1822.

Vigo County Deed Record, Vol. 1, Page 322.

ELIZA ASPINWALL, CHESTER ASPINWALL, GEORGE CAMPBELL AND ROXANA, HIS WIFE, AND LEWIS ASPINWALL, HEIRS OF ELEAZAR ASPINWALL, DECEASED, BY THEIR ATTORNEY, WILLIAM C. LINTON,

— TO —

MOSES HOGGATT AND ROBERT STURGUS, AND THE SURVIVOR OF THEM.

DEED OF TRUST.

All their interest in the following tracts of land, to-wit:
East fr. Section 21, T. 12 N., R. 9 W.

“ “ “ 28, “ “
and other lands—18 in all.

Deed recites, in substance:—Whereas, the company known by name of Terre Haute Company, heretofore purchased from the United States said thirteen tracts of land; and whereas, the share of a certain ABRAHAM MARKLE, originally a partner in said company, in the property of said company was three equal parts out of twelve equal parts, and said MARKLE sold and conveyed away his said share and assigned all his interest in the same to ELEAZAR ASPINWALL in his lifetime. Now the grantors herein convey to said Trustees the said share of three equal parts out of twelve equal parts of said lands so assigned as aforesaid and all their interest therein as heirs of said ELEAZAR ASPINWALL, deceased. To have and to hold upon trust and to the ends, uses, intents and purposes and subject to the promises and agreements expressed in a Deed of Trust from THOMAS BULLITT and DIANA, his wife; CUTHBERT BULLITT and NANCY, his wife; JONATHAN LINDLEY and MARTHA, his wife, and HYACINTH LASSELLE and JULIA, his wife, to said HOGGATT and STURGUS, dated September 20, 1821.

Dated April 10, 1822, and acknowledged same date before Demas Deming, Associate Judge, Vigo county, Ind.
Recorded April 10, 1822.

...said ELIZABETH ASPINWALL, ...
 upon trust and to the ends, ...
 subject to the promises and agreements expressed in the ...
 of Trust from THOMAS BULLITT and DIANA, his wife; CUTHBERT BULLITT and NANCY, his wife; JONATHAN LINDLEY and MARTHA, his wife, and HYACINTH LASSELLE and JULIA, his wife, to said HOGGATT and STURGUS, dated September 20, 1821.

Dated April 16, 1822, and acknowledged same date before Demas Deming, Associate Judge, Vigo county, Ind.

Recorded April 16, 1822.

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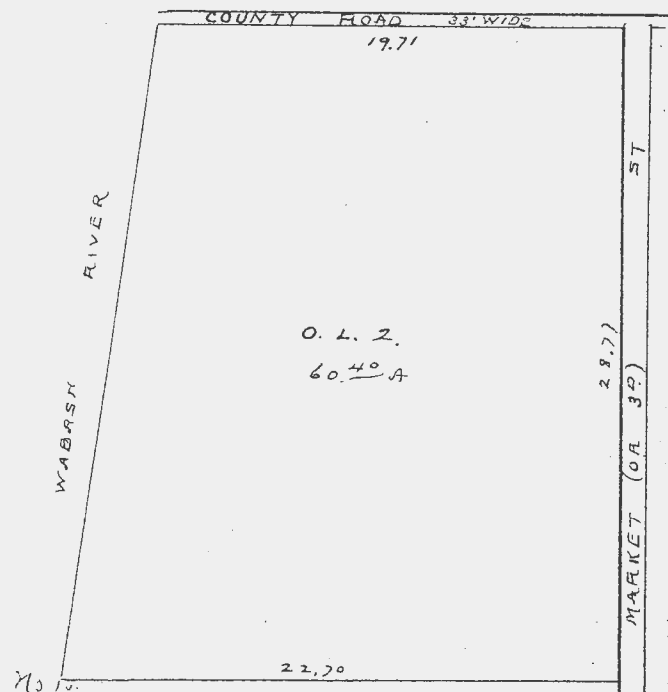
Vigo County Deed Record, Vol. 2, Page 174.

PLAN OF THE TOWN AND OUT LOTS OF TERRE HAUTE,
 OCTOBER, 1821.

Acknowledged May 20, 1825, before Curtis Gilbert, Clerk of Circuit Court and Recorder of Vigo county, Ind., by MOSES HOGGATT and ROBERT STURGUS, Trustees for and in behalf of CUTHBERT BULLITT, THOMAS BULLITT, JONATHAN LINDLEY, HYACINTH LASSELLE, ELIZA ASPINWALL, CHESTER ASPINWALL, GEORGE CAMPBELL, ROXANA CAMPBELL and LEWIS ASPINWALL, to be a true and correct plat and survey of the Town of Terre Haute and the Out Lots or lands near and adjoining thereto as within represented, as the said survey of Out Lots or lands was made by their direction and under their inspection previous to the public sale of those lots or lands in the year 1821.

Recorded May 20, 1825.

(NOTE.—This plat includes the original Town plat to which is added the five blocks between Water, Fifth, Swan and Oak streets composed of 40 inlots of the same size of the original inlots, making 308 in all, and the whole surrounded by 72 outlots of various sizes. Third or Market street is given as 99 feet, and Oak street 65 feet wide.)



Deed

Record

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Moses Hoggath & Robert Sturgus
Trustees

To

William C. Linton
his heirs and assigns

Instrument,

Warranty Deed

Consideration, \$

Dated,

Nov. 6th 1823

Acknowledged,

Dec. 1st

Before

R. Hopkins, J. P. Vigo Co. Ind.

Commission expires,

Recorded,

April 15th 1824

Revenue Stamp,

DESCRIPTION:

All that part of a tract or parcel of land, that is to say;

Out Lot number 2, lying and being in the County of Vigo, and State of Indiana, bounded as follows, to wit: On the North by the Southern line of Section 16, Town 12 North; on the West by the Wabash River with the meanders thereof;

No. 11

on the South by the Out Lots of the
Town of Terre Haute, ^{2d} on the East by
a Road leading due North from the
upper end of Market Street, con-
taining 60 ⁴⁰/₁₀₀ Acres.

By virtue of a Deed of Trust
from Thomas Bullitt and Diana
M. Bullitt, his wife, Butthert Bullitt
and Ann Bullitt, his wife - Jonathan
Lindley ^{2d} Martha Lindley, his wife, ^{2d}
Hyacinth Lasselle and Julia
Lasselle, his wife, to the above named
Moses Hoggatt ^{2d} and Robert Sturges,
bearing date the 29th day of Sep-
tember 1821.

Also by virtue of a Deed of Trust
from Eliza Aspinwall, - Chester
Aspinwall, - George Campbell, -
Roxana Campbell and Lewis
Aspinwall, heirs and legal repre-
sentatives of Eleazar Aspinwall,
deceased, duly executed by William
Linton, the Attorney for that
purpose lawfully authorized and
empowered, bearing date on the
16th day of April last past, to the
above named Moses Hoggatt ^{2d}

empowered bearing date the
15 day of April last past to the
above named Moses Hoggatt^{2nd}

Robert Sturgus:

The said Moses Hoggatt and
Robert Sturgus warrant as well
for and in behalf of themselves^{and}
their heirs, executors and adminis-
trators as Trustees, as well for
and in behalf and in the names
of the said Thomas Bullitt, -
Cuthbert Bullitt, - Jonathan
Lindley, - Hyacinth Lasselle, - Eliza
Aspinwall, - Chester Aspinwall, -
George Campbell, - Roxana Campbell
and Lewis Aspinwall, their heirs,
executors and assigns.

Deed signed:

Moses Hoggatt (seal)

Robert Sturgus (seal)

Thomas Bullitt (seal)

Cuthbert Bullitt (seal)

Jonathan Lindley (seal)

Hyacinth Lasselle (seal)

Eliza Aspinwall (seal)

Chester Aspinwall (seal)

George Campbell (seal)
Roxana Campbell (seal)
Lewis Aspinwall (seal)
By their { Moses Hoggatt (seal)
attornies { Robert Sturgus (seal)
in fact.
Signed, sealed, & delivered in
presence of,
Josephus Collett
Jno M. Belman

Moses Hoggatt & Robert Sturgus,
the within named Grantors,
and Attornies in fact, acknowledged
the foregoing deed or instrument
of writing to be their act and deed,
as well as the act and deed of
the within named, Thomas
Bullitt, - Barthbest Bullitt, - Jonathan
Linsley, - Hyacinth Lasselle,
Eliza Aspinwall, - Chester Aspin-
wall, - George Campbell, - Roxana
Campbell and Lewis Aspinwall.

Campbell and others vs.

Vigo

Probate

Court.

ESTATE

OF

William C. Linton, Decd.

Administrators

Thomas H. Blake, 2nd

Lucius H. Scott

Executor,

Appointed by Court

P. O. B.

Appointed by Clerk

April 1st 1835

P. O. B. 2/119

Reported to Court

May 18th 1835

P. O. B. 2/128

Confirmed by Court

P. O. B. 2/128

Qualified

April 1st 1835, Vacation.

Amount of Bond, \$4,000.

Sureties:

James Wasson, 2nd
William Wines

May 28th 1841.

P.O.B. 3/72

Lucius H. Scott and Thomas H. Blake, Administrators of the Estate of William C. Linton, deceased, this day file their report.

No. 13

over

And on the final examination
and settlement of their accounts
there appears to be a balance due
said Administrators of \$4270.⁶⁵

Vigo

Probate

Court

GUARDIANSHIP

OF

Eliza N. Linton, - Freeman H.
Linton, - Mary Linton, and Harriet
R. Linton, infant children of
William C. Linton, Deceased.

Guardian

Eliza Linton

Appointed by Court

Feb. 12th 1836 P. O. B. 2/183

Appointed by Clerk

P. O. B.

Reported to Court

P. O. B.

Confirmed by Court

P. O. B.

Qualified

Feb. 12th 1836

Amount of Bond \$12,000

Sureties:

Richard Blake

Lucas H. Brown and

John Reed, Jr.

Aug. 28th 1837

P. O. B. 2/25

On application it is ordered
that Lucas H. Brown and he is
being appointed guardian of the
persons and estate of Eliza N.

No. 14

Linton, - Freeman H. Linton, Mary
Linton and Harriet R. Linton, in-
fant children of William C.
Linton, deceased, in the place of
Eliza Linton whose letter of Guard-
ianship is hereby revoked, he hav-
ing executed and filed in open
Court his bond in the sum of
"\$12,000.00" with John F. Baugh and
Henry Ross, his securities, which
is approved of by the Court, and
taken an oath well and faith-
fully to execute & discharge the
duties and trusts committed to
and devolving on him as such
Guardian.

Vigo Circuit Court.
Complete Record 5 Pages 167.

Lucius H. Scott 2nd
Eliza Scott, his wife

vs

Freemans H. Linton
Eliza N. Linton
Harriet R. Linton 2nd
Mary Linton.

Petitions for Assignment of Dower.

Petition filed at the Nov. Term 1857,
alleging:

That Lucius H. Scott 2nd Eliza, his
wife, formerly Eliza Linton, and
widow of William C. Linton, late
of Vigo County, Indiana, deceased,
were married on the -- day of -- 18 --

That William C. Linton depart-
ed this life on the -- day of -- 18 -- seized
of certain Real Estate, lying in
said State of Indiana, to-wit:

Out Lot number 2, adjoining

over

the Towne of Terre Haute, contain-
ing 60 Acres

(And other Lots and Lands.)

which said lands and lots were
held by said William C. Linton,
in severalty at the time of his
death.

That Eliza as wife and widow
of the said William C. Linton, de-
ceased, is entitled to be endowed
of the said Real Estate above men-
tioned, enumerated and described.

That after the death of the said
William C. Linton, to wit: on the
18th day of June 1837. Petitioners inter-
married with each other.

That the said William C. Lin-
ton died intestate leaving the
following named heirs at law,
to wit: Freeman H. Linton, - Eliza
N. Linton, - Harriet R. Linton and
Mary Linton all of whom are in-
fants under the ages of 21 years.
whom the Petitioners pray may
be made parties and Defendants
to this bill and that the said Defend-

N. Linton,
Mary Linton, all of whom
infants under the age of 21 years,
whom the Petitioners pray may
be made parties and Defendants
to this bill ^{and} that the said Defend-

ants answer the matters herein
alleged.

Petitioners pray that Com-
missioners may be appointed in
pursuance of law to assign and set
over to the said Eliza Scott, one of
the Petitioners, her dower in the
said Real Estate, and that the
Court will make all further nec-
essary orders and decrees in the
premises.

June 27th 1838.

OTB 4/76

And now at this term come
the Complainants by their solic-
itors aforesaid, and it appearing
that the said Freeman N. Linton,
Eliza N. Linton, Harriet R. Linton
and Mary Linton, are infants under
the age of 21 years.

It is ordered that Cromwell
W. Barbour be appointed their
Guardian Ad Litem, and the said
Guardian having filed his an-
swer it is ordered that Joseph S.

Genckes, - John Britton and James Wasson, be and they are hereby appointed Commissioners to assign to the said Eliza, the complainant, her dower in and to the property mentioned in the said petition, and the said Commissioners having been duly sworn, the said Joseph S. Genckes, - John Britton and James Wasson make this report and acknowledge the same in open Court, which is accepted and confirmed by the Court, and is ordered of record, and is as follows, to wit:

To the Honorable Vigo Circuit Court.

The undersigned, James Wasson, Joseph S. Genckes and John Britton, having been appointed by this Honorable Court, Commissioners to assign and set over to Eliza Scott, wife of Lucius H. Scott and late widow of William C. Linton, deceased, her dower in certain lands and tenements lying in the County of Vigo and State of Indiana

widow of William
ceased, her dower in certain lands
and tenements lying in the
County of Vigo and State of Indiana

particularly described and set forth
in the petition of the said Lucius
H. Scott and Eliza, his wife, exhibited
in this cause, in this Court, for
that purpose, and having been duly
sworn faithfully and impartially
to discharge the duties devolving
upon us as such Commissioners
and having examined the
premises aforesaid, do assign and
set over to the said Eliza Scott for
her dower in and of the premises
aforesaid, lying and being in the
County of Vigo, aforesaid, the follow-
ing tracts and parts of tracts or
parcels of land, to wit:

(Lots and Lands not in question
in this Abstract.)

to have and to hold the same
to the said Eliza Scott during
her natural life in severalty.

Witness our hands and seals
this 27th day of June 1838.

(signed)

J. Wasson

(Seal)

John Britton

(Seal)

over

Joseph S. Jenckes (seal)

And it is ordered, adjudged and
decreed that the Defendants pay to
the Complainants the costs of this
suit amounting to \$52.⁰²

Vigo Probate Court
Complete Record 2 Pages 510.

Lucius H. Scott, Guardian

of
Eliza H. Linton
Freeman H. Linton
Mary Linton^{2d}
Harriet R. Linton.

Petition to Sell Real Estate

Petition filed Aug. 23, 1837, is as follows:

The petition of L. H. Scott, Guardian of the persons & estate of the minor heirs of William C. Linton, deceased, respectfully sheweth that by an order of the Hon. Court certain Real Estate situated in the Town of Lafayette was offered for sale but could not be sold without a sacrifice, and certain debts amounting to about six or seven thousand dollars

bars against the Estate still remaining unpaid in consequence of not being able to collect debts due the Estate.

Petitioner therefore prays the Hon Court to order or authorize him as Guardian aforesaid to sell the following property in the town of Lafayette and Out Lots adjoining said Town or so much thereof as will amount to the aforesaid sum of \$7000.⁰⁰ viz:

Out Lot No 2.

(And other Lots & Out Lots.)

And the Petitioner further prays that he may be authorized to sell the above property at private sale and give a credit on a part or the whole of the purchase money should he believe that the interest of the Estate requires it.

And the Petitioner as in duty bound will ever pray &c.

(signed)

L. H. Scott.

Aug. 23. 1837.

P. O. B. 7/258.

Lucius H. Scott, Guardian of
Eliza N. Linton, - Freeman H. Linton,
Mary Linton, & Harriet R. Linton,
infant children of William C.
Linton, deceased, having filed his
petition praying for a sale of cer-
tain Real Estate of the said in-
fants, it is ordered that John F.
Cruft, - John Scott & Ezra M. Jones be
appointed to appraise
the same and are duly sworn in
open Court.

And the said Appraisers hav-
ing examined the premises re-
turn that they have appraised the
same as follows, to wit:

Out Lot number 2,
at \$30.⁰⁰ per Acre amounting to
\$1812.⁰⁰

(And other Lots and Out Lots for dif-
ferent sums.)

And it appearing to the satis-
faction of the Court that a sale of
the said Real Estate is necessary

and proper, and the said Guardian having now filed his further bond in the sum of \$1,000.00 with John F. Craft and John Scott, as his securities, which is approved of by the Court, conditioned for the due application of the monies arising from said sale.

It is ordered, adjudged and decreed that the said Guardian sell at private sale at his discretion the property described in the said petition, that previous to said sale he give public notice thereof by three successive publications in the Wabash Courier, and by manuscript advertisements set up in three or more public places in the Township in which said Real Estate is situated, and that he make a report of his proceedings to this Court at its next term.

Nov. 22. 1839.

OTB 384

Guardian reports sale of Lot not in question in this Abstract.

Guardian reports sale of Lot
not in question in this Abstract.

Vigo Probate Court
Complete Record 2 Page 513.

Lucius H. Scott, Guardian of the
persons and Estates

of
Freeman H. Linton

Mary Linton^{2nd}

Harriet R. Linton

infant heirs of William C. Linton
Deceased.

Petition to Sell Real Estate.

Petition filed May 28th 1840, al-
leging:

That Petitioner has already
incurred debts an considerable
amount, which remain un-
paid, for the education and sus-
tainance of the said Freeman
H. Linton, Mary and Harriet R.
Petitioner's wards and for the pay-
ment of which there are no funds
of Estate of the said William C.

And further that the further education and sustenance of Petitioner's wards cannot be provided for without the aid of this Court herein-after specified and prayed for.

And further that in the opinion of Petitioner the interest of the said Wards will be promoted and the value of the lands hereinafter mentioned to which they are heirs will be enhanced by the measures which Petitioner, pursuant to the direction of this Court, proposes to take in reference to the same.

Petitioner, therefore respectfully requests that, inasmuch as the condition of the said Estate has been changed since the date of the former order to sell a part of the Real Estate of the said deceased, by the death of one of the Petitioner's Wards, to wit: Eliza D. Linton, the Court will

the Court will

Petitioner
Linton, the Court will make a
new order for the sale of a part of

the Real Estate of the said De-
ceased, purpose of defraying said
expences and promoting the in-
terest of said Wards aforesaid.

And that the Court will au-
thorize the Petitioner to sell and
convey at private sale for prices
not less than the appraised val-
uation the following property
or such parts thereof as may be
necessary in the opinion of the
Petitioner to fulfill the purposes
aforesaid, to wit:

Any part of the lots laid out
upon Out Lot No 2, adjoining Terre
Haute

Petitioner asks in reference
to said Lot No 2, that the Court
will authorize him to lay off the
same as an enlargement of
the Town of Terre Haute or by
whatever other name or appella-
tion the Petitioner may think
proper to designate the said
premises, to lay off streets & alleys of

which may be set apart for the public use, and any other public grounds which the Petitioner may deem necessary for the interest of the said property.

(And other Lotsnd Lands.)

May 28th 1840.

OB³/8

Lucius H. Scott, Guardian of Freeman H. Linton and others, heirs at law of Wm. C. Linton, deceased, having filed his petition asking for a sale of certain Real Estate belonging to said infants, it is ordered that Elijah Tillotson, Russell Rossnd and Robert Wallace be appointed to appraise the same, they being duly sworn in open Court, and that they make their report at the present term of this Court.

May 29th 1840.

OB³/10

Lucius H. Scott, Guardian of Freeman H. Linton, Mary Lintonnd and Harriet R. Linton infant children of William C. Linton, deceased, having

Freeman H. Linton
Harriet R. Linton infant children of
William C. Linton, deceased, having

filed his petition praying for a sale of certain Real Estate of the said infants, and the appraisers thereof having been appointed by a former order of this Court and having examined the premises return that they have appraised the same as follows, to wit:

In Out Lot number 2, adjoining the Town of Terre Haute as the same is laid out in Blocks 2nd Lots.

We assess the value of Block number 3, at \$750.⁰⁰

Block number 6, at \$400.⁰⁰

Block number 7, at \$700.⁰⁰

(And other Lots and Blocks for different amounts.)

And it appearing to the satisfaction of the Court that a sale of said Real Estate is necessary and proper and the said Guardian having now filed his further bond in the sum of \$37,000.⁰⁰ with Richard Blake, Charles Groverman, Russell Ross, his securities, which is approved

of by the Court, conditioned for the
due application of the monies ar-
ising from said sales,

It is ordered, adjudged and de-
creed that the said Guardian
sell at public or private sale at his
discretion the property described
in said petition; that previous
to said sale he give public notice
thereof with the place and terms
by publication in the Wabash
Courier three weeks successive-
ly, and if the same is sold on
credit to be sold on instalments
of not more than 1, 2 and 3 years.

And it is further ordered that
said Guardian make his report
to the next term of this Court.

(Guardian reports sale of Lots
of Block not in question in
this Abstract & claims dismissed)

Vice Probate Court.

May 26th 1842.

OB³/132

Lucius H. Scott, Guardian of persons and estates of the heirs of William C. Linton, deceased, renders an account of assets received by him belonging to said heirs amounting to \$5699⁸⁰, with which it is ordered he be charged and at same time said Guardian renders an account of disbursements made by him connected with the Estate of said heirs amounting to \$6028⁶⁷, including in said sum the amount of \$4270⁶⁵, which was due said L. H. Scott & Thomas H. Blake in the settlement of their accounts as administrators of the Estate of said Linton, which leaves a balance due said Scott as Guardian at this date the sum of \$318²⁷.

Vigo Probate Court.
Complete Record 3 Pages

Lucius H. Scott, Guardian
of
Mary Linton^{2nd}
Harriet Linton
minor heirs of William C. Linton
deceased.

Petition to Sell Real Estate

Petition filed May 27th 1842, is as follows:

The undersigned, Guardian of the person and Estates of Mary Linton^{2nd} Harriet R. Linton, minor heirs of W. C. Linton, Decd. respectfully represents that he has laid off sundry Town Lots in Out Lot No 2, the property of the said heirs, and is of opinion that the value of the said property will be materially enhanced by selling a part of the said Lots and having them

improved.

The undersigned therefore
prays the Court to appoint Com-
missioners to appraise the said
property and make their report
at the present Term of this Court,
and that authority be given the
undersigned to sell at private
sale any part of the said Out-
Lot No 2, as the same has been
subdivided, at not less than the
appraised value, and as in duty
bound the Petitioner will ever

pray &c.
(signed)

L. H. Scott,
Guardian.

May 27th 1852

OTB 3/185

Lucius H. Scott, Guardian of
Mary Linton & Harriet R. Linton
minor heirs of William B. Linton
having filed his petition asking
for a sale of certain Real Estate of
the said infants, it is ordered
M. M. Thayer, John Boudinot &
Hosea [unclear] be appointed Com-
missioners to sell the said Real Estate

arising from said sale.

It is ordered, adjudged and decreed that said Guardian sell at private sale at his discretion any part of the property described in said bill of appraisement, that previous to said sale he give public notice thereof by three successive publications in the Wabash Express, a newspaper published in Terre Haute, and that he make his report to this Court at a subsequent term thereof.

(Guardian reports sale of 1st and 2nd Blocks not in question in this Abstract.)

Vigo Circuit Court
Complete Record 7 Page 130.

Lucius H. Scott and
Eliza Scott, his wife,

vs

Mary Linton and
Harriet R. Linton.

Petition for Partition.

Petition filed Oct. 3^d 1843, alleging:

That on or about the 2^d day
of June A. D. 1840, one Freeman R.
Linton, a son of the Petitioner,
Eliza, departed this life, intestate,
seized in fee of one undivided
third part of the following lands,
lying and being in the County
of Vigo, to wit:

One Lot adjacent to the Town
of Terre Haute, number 2 (which
has been laid off and subdivided
into Lots and Blocks, as well more
fully appear by the Plat thereof 2-

corded in the Recorder's Office of Vigo
County, Volume 2 pages 474 & 475) except
Block number 22 in said
Subdivision.

(And other Lots & Lands)
all of which lands and Lots are
situated in said County of Vigo.

That said Freeman H. Linton
having died intestate as before
stated, left no lineal heir, but leav-
ing the Petitioner, Eliza Scott, his
mother, and two sisters, Mary
Linton & Harriet R. Linton, the said
Mary and Harriet being each owner
of one undivided third part of the
Lands and Lots aforesaid in fee
simple.

Upon the death of the said
Freeman H. Linton, the said Real
Estate descended to and vested
in the Petitioner, Eliza, & the said
Mary and Harriet, that is, in the
Petitioner, Eliza, one undivided
half of his interest therein, being
equal to $\frac{1}{2}$ part of the whole of said
property, and in the said Mary &

Harriet R. the other undivided half of his interest therein amounting to the same.

Petitioners therefore pray that Commissioners may be appointed by this Court, to make partition of the said lands and lots, according to the respective rights of the parties, and to assign and set over to the said Eliza, the share to which she is entitled to be held and enjoyed by her in severalty.

Nov. 7. 1843.

OTB 4/76.

The Complainants appear by Kinney, Wright & Cookins, their solicitors, and it appearing to the satisfaction of the Court that due notice of the pendency of this application has been given by publication, and it appearing to the Court that the Defendants hereto are infants under the age of 21 years.

It is ordered that Wells N.

Hamilton be and he is hereby ap-
pointed their Guardian Ad. Litem.
Nov. 17. 1843. O.B. 1/201.

The Complainants appear by
Kinney, Wright & Cookins, their solic-
itors, and file proof of the publication
of the notice of the pendency of this
proceeding.

And it appearing to the Court
from Complainants bill that the
said Mary Linton & Harriet R.
Linton, the respondents are thre
are infants within the age of 21
years, Wells N. Hamilton, is appoint-
ed by the Court their Guardian
Ad. Litem. who appears in open
Court and files his answer on
behalf of said infants to said bill,
and the Complainants having
duly proved the matters and
things set forth in their said
bill and the Court being suffi-
ciently advised of the premises
in relation thereto, it is ordered
that John Britton, John F. Lefft,
& Cyrus W. Bishop, three disinter-

that John Britton, John F. Knight,
and Cyrus W. Bishop, three disinter-

ested freeholders of our said County,
be and they are hereby appointed
Commissioners to make partition
between the Complainants and
respondents to said bill of the
lands and Lots mentioned in
said bill to wit;

Out Lot adjacent to the Town
of Terre Haute number 2, which
has been laid off and subdivided
into Lots and Blocks as will more
fully appear by the Plat thereof
recorded in the Recorder's Office
of Vigo County, Volume 8, pages 474,
475, except Block number 22,
in said Subdivision.

(And other Lotsnd Lands.)
all of which lands and Lots are
situated in the County of Vigo.

And the said Commissioners
are directed to assign and set out
to the said Eliza Scott $\frac{1}{2}$ part in
value of said Real Estate in sev-
eralty and that they make their
report at the present term of this

Court.

Nov. 23rd 1843.

O.B. 4th 11.

The Complainants appear by their solicitors aforesaid, and the Defendants by their Guardian Ad. Litem and, on motion of the Complainants, it is ordered that the order appointing Commissioners made at the present term of this Court be and the same is hereby set aside and this cause is continued until the next term of this Court with leave for Complainants to amend their petition.

May 22nd 1844.

O.B. 6th 29.

The Complainants appear by Kinsey, Wright & Hookins, their solicitors, and file proof of the publication of the notice of the pendency of this suit, and it appearing to the Court from Complainants bill that the said Mary Linton and Harriet R. Linton, the respondents hereto, are infants within the age of 21 years, Wells N. Hamilton is ap-

Harris R. Linton, the respondents
hereto, are infants within the age of
21 years, Wells N. Hamilton is a pe--

pointed by the Court their Guardian
Ad Litem who appears in open
Court and files his answer on
behalf of said infants to said bill,
and the Complainants having
duly proved the matters and
things set forth in their said bill
and the Court being sufficiently
advised in the premises in re-
lation thereto, it is ordered, ad-
judged and decreed that partition
shall be made of the following
lands to wit:

Out Lot adjacent to the Town of
Terre Haute number 2, (which has
been laid off and subdivided into
Lots and Blocks as will more fully
appear by the Plat thereof recorded
in the Recorder's Office of Vigo County
Volumen 8 pages 474 & 475) except Block
number 22 in said Subdivision

(And other Lots & Lands
all of which lands and lots are
situated in said County of Vigo)

And it is further ordered that

John Britton, John F. Craft^{2d} and Cyrus W. Bishop be and they are hereby appointed Commissioners, being three disinterested freeholders of said County of Vigo, to make partition of the lands and lots aforesaid, and to assign and set over to the said Complainants, in right of the said Eliza Scott, $\frac{1}{2}$ part in value of the lands and lots aforesaid, and that they make their report at the next term of this Court.

Nov. 18th 1844.

073⁹/360

The Complainants appear by their solicitors aforesaid, and the Defendants by their Guardian Ad Litem and the Commissioners appointed at a former term of this Court make the following return to the writ of partition heretofore issued to them in this cause, which is acknowledged by them in open Court and is accepted and confirmed by the Court and ordered to be entered of record and is as follows to wit:

To the Honorable Judges of the
Vigo Circuit Court. November Term.
1844.

The undersigned, John Britton,

to the writ
issued to them
which is acknowledged by them
in open Court and is accepted
and confirmed by the Court and
ordered to be entered of record and
is as follows to wit:

To the Honorable Judges of the
Vigo Circuit Court. November Term
1844.

The undersigned, John Britton,
John F. Craft, & Cyrus W. Bishop,
the Commissioners appointed
by this Honorable Court at the last
May Term thereof to make partition
of the lands mentioned in the
writ aforesaid, and having been
duly sworn as required by law,
which oath is endorsed upon said
writ, now return said writ and
report to said Court, that they have
and hereby do assign and set
over to the said Eliza Scott, the
following lands in said writ of
partition mentioned with their
appurtenances to wit:

(Lands and Lots not in ques-
tion in this Abstract)

to have and to hold the same
to the said Eliza Scott and her heirs
and assigns in fee simple in
severalty forever which are set

mated to be $\frac{1}{2}$ part in value of the Real Estate in said writ of partition mentioned.

And we have and do hereby assign and set over to the said Mary Linton & Harriet Linton, infant heirs at law of William C. Linton, Deceased

All and every part of the other and remaining lands & Lots with their appurtenances in said writ of partition mentioned.

to have and to hold the same to the said Mary Linton & Harriet Linton as tenants in common and to their heirs and assigns in fee simple in severalty forever.

Given under our hands and seals this 18th day of November 1844.

(signed)

John Britton (seal)

John F. Craft (seal)

B. W. Bishop (seal)

Signed, sealed and acknowledged in open Court Nov. 18th 1844.

(signed)

C. F. Noble,

Clerk, D. C. C.

And it is therefore considered, ordered, adjudged and decreed that

in open Court at New York
(Signed) C. J. Noll
Clerk

And it is therefore considered,
ordered, adjudged and decreed that
the said partition made and re-
turned by the Commissioners afo-
said be firm and effectual forever
among the parties aforesaid hereto.

And it is further ordered that
the costs of this proceeding a-
mounting to \$ --- be paid one half
by each party hereto.

Vigo Common Pleas Court
Complete Record, Page 51

Mary S. Linton

vs

Harriet R. Linton

Petition for Partition

Petition filed April 22nd 1853, alleging;

That Petitioner is the owner in fee simple of the undivided one-half of the following tracts and parcels of land, with the appurtenances thereto belonging, lying and being within the County of Vigo, and State of Indiana, to-wit;

The following Lots and Blocks in Linton's Addition to Terre Haute comprising a subdivision of Out Lot number 2, adjoining said Town to-wit;

Lots numbers 9th and 10 in Block

number 3.

Lots numbers 1, 2, 3, 5, 6, 7^{2d} 8^{2d}
Block number 6, ^{2d}

Lots numbers 1, 2, 3, 4, 5, 6, 7^{2d} 8^{2d}
in Block number 7.

(And other Lots^{2d} Lands.)

Petitioner further represents
that she holds the undivided
one half of said lands and appur-
tenances in common with Harriet
R. Linton, the Defendant in this
proceeding, who is the owner of
the other undivided moiety of said
lands.

That Petitioner and the said
Harriet acquired their title thereto
by descent from William C. Linton,
late of Vigo County, deceased, who
was their father; that the inter-
ests of the Petitioner and the said
Harriet in said lands are equal,
both as to possession, quantity and
title; and that the said Harriet
is a minor within the age of 21
years and a non-resident of the
State of Indiana.

Petitioner therefore prays this
Honorable Court, that partition of
the said lands may be decreed be-
tween herself and said Harriet R.

both as to possession
title, and that the said Harriet
is a minor within the age of 21
years and a non resident of the
State of Indiana.

Petitioner therefore prays this
Honorable Court, that partition of
the said lands may be decreed be-
tween herself and said Harriet R.
Linton according to law, and that
her interest in said lands may
be assigned and set off to her in
severalty; that the said Harriet R.
may be summoned to answer
this petition; and that such fur-
ther orders and proceedings may
be had as may be necessary ac-
cording to law, to effect a complete
assignment and partition of the
interests of the said parties in
the aforesaid lands.

April 22nd 1853.

MB/31

Come now the Petitioner
does and by brief his solicitor, and it
appearing by satisfactory evidence
to the Court that the said De-
fendant has been duly notified of
the pendency of this proceeding by
publication in the Wabash Ex-

press, a weekly newspaper of Vigo
County, for three weeks successively
that said publication was made
thirty days previous to the present
term of this Court, and it further
appearing to the Court that said
Defendant is a minor within the
age of 21 years, it is ordered that
John C. Baird, Esquire, an attorney
of this Court, be appointed Guard-
ian Ad Litem for the Harriet R.
Linton, and the said Guardian
Ad Litem comes now in open
Court and files his answer in be-
half of said Defendant neither
admitting nor denying the al-
legations contained in the said
petition but required strict proof
thereof, and this cause being sub-
mitted on bill, answer and oral
testimony, the Court being fully
advised as to the allegations con-
tained in said petition and the
same being duly proven by sat-
isfactory evidence, the Court finds
that the petitioner, Mary C. Linton

is the owner of the undivided one
half of the lands set forth in

adversely affected in said petition, the same being duly proven by satisfactory evidence, the Court finds that the petitioner, Mary S. Linton

is the owner of the undivided one half of the lands set forth in said petition, and the Defendant, Harriet R. Linton, is the owner of the other undivided one half thereof, which Lands are as follows, to wit:

The following Lots and Blocks in Linton's Addition to Terre Haute, composing a Subdivision of Old Lot number 2, adjoining said Town, to wit:

Lots 9th & 10 in Block No. 3.

Lots numbers 1, 2, 3, 5, 6, 7th & 8 in Block number 6.

Lots numbers 1, 2, 3, 4, 5, 6, 7th & 8 in Block number 7.

(And other Lots and Lands.)

And it is ordered, adjudged and decreed by the Court that partition be made between the said parties of the lands set forth in said Petition and their respective shares be as aforesaid be assigned to them in severalty.

And it is further ordered that
Chauncey Warren, - Henry Rosa and
John Britton be appointed Com-
missioners to make partition
of the lands mentioned in said
petition in accordance to the
foregoing decree of the Court, and
that the said Commissioners
make their report to the next
term of this Court.

July 16. 1853.

OB 74

Comes now Chauncey Warren, -
Henry Rosa^{2d} John Britton, Com-
missioners heretofore appointed by
the Court to make partition in
this cause, and file their report in
open Court, which is ordered to be
spread of Record as follows, to wit:

Report of Commissioners

To the Honorable Judge of the Vice
Court of Common Pleas

We, the undersigned, Com-
missioners appointed by an order
of the Vice Court of Common Pleas
at the April Term thereof A.D. 1853, to
assign and set over to Mary S.

Linton^{2d} Harriet R. Linton in sev-
erally their respective shares in
certain lands and tenements.

missioners app
of the Vigo Court of Common Pleas
at the April Term thereof A.D. 1853, to
assign and set over to Mary S.

Linton ^{2d} Harriet R. Linton in est-
erally their respective shares in
certain lands and tenements
of their late father, William B.
Linton, deceased, in the said order
named, do respectfully report that
having been first duly sworn ac-
cording to law, we proceeded to
perform that duty and we do as-
sign and set over to the parties
aforesaid each their respective
one half of the lands described
in said order as follows:

We assign to Mary S. Linton
The following tracts as de-
scribed below, to wit:

Blocks and Lots in Lisaton's
Addition to Terrell Haute, Ind.

Lot number 9 in Block number
3,

Lots numbered 1-2-5 and 6, in
Block number 6,

Lots numbered 1-2-5 and 6, in
Block number 7.

(And other Lots ^{2d} Lands.)

We assign to Harriet R. Linton,
The following tracts described
below:-

Lot^s 2nd Block in Linton's Addition
to Terre Haute, Ind.

Lot number 10 in Block number
3.

Lots numbered 3-7 and 8 in
Block 6.

Lots numbered 3-4-7 and 8 in
Block number 7.

(And other Lots & Lands)

The following we believe to be a
just and legal partition of the
land mentioned in the said order
with respect to quality, quantity
and the location of said Estate.

Respectfully submitted
(signed) Chauncey Warren

Henry Ross

John Britton

Commissioners

The foregoing report having been
duly acknowledged in open Court,
it is ordered and decreed by the

Court, that the partition therein
made be confirmed and stands to

Court, that the partition therein made be confirmed and ordered to stand.

It is therefore considered by the Court that Mary S. Linton stand seized in fee, in severalty, of all the lands assigned to her in the foregoing report, and the said Harriet L. Linton stand seized in fee, in severalty of all the tracts of land assigned to her in the foregoing report, and that the partition therein made be final and complete between the said parties, as to all the lands mentioned in the petition filed herein.

It is ordered by the Court that the costs of this proceeding be paid by the parties thereto equally, and that it be no longer continued on the docket of this Court.

Vigo Common Pleas Court

July 10th 1854.

P. O. B. 1/183

Comes now L. H. Scott, Guardian of Mary^{2nd} Harriet Linton, and files his final settlement of the joint Estate of Mary^{2nd} Harriet R. Linton, survivor heirs of William C. Linton, deceased, said Mary^{2nd} Linton having attained her majority.

Which is approved by the Court and ordered to be spread of record which is done as follows:

By which account it appears that there is a balance in the hands of said Guardian of \$147¹²/₁₀₀ going to Harriet^{2nd} 1/2 to Mary Linton.

It is ordered he be charged in the new account to be opened as sole Guardian of Harriet Linton with her share of above balance \$72⁵⁶/₁₀₀, and be discharged as to Mary

Miscellaneous Record 14 Page 341.

State of Indiana }
Vigo County } ss.

William E.

Hendrich, being duly sworn, upon his oath says, that he is a resident of the City of Terre Haute, Indiana.

That he is 63 years of age and he is personally acquainted with Harriet R. Landreth and Mary S. Lundy who reside at Philadelphia Pennsylvania.

That he was their agent and attorney from 1861 to 1875, that he knows of his own personal knowledge that the said Harriet R. Landreth and Mary S. Lundy are the daughters of William C. Linton deceased, and that they respectively intermarried with Oliver Landreth and John P. Lundy.

(signed)

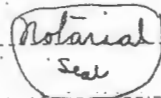
W. E. Hendrich.

Subscribed and sworn to before me.

the undersigned, a Notary Public
in and for said County, this 13th
day of February 1899

(signed)

Will E. Hendrick



Notary Public

Recorded Feb 13 1899

Vigo Common Pleas Court

Oct. 25. 1855

P.O.B. 1393

Comes now Lucius H. Scott,
Guardian of the Estate, William
C. Linton's heirs, and presents his
account for final settlement of
his Guardianship, which is ex-
amined and approved by the Court
and ordered to be spread of record,
which is done in the words and
figures following to wit:

Having examined the ac-
counts of L. H. Scott, as Guardian
of Harriet R. Linton, one of the heirs
of William C. Linton, Decd. find
them to be correct & satisfactory
& desire that they may be settled
accordingly.

(signed) Oliver Landreth

Harriet R. Landreth

By which account of final set-
tlement there appears to be in the

hands of said Guardian a balance
of \$924⁶² due Harriet R. Landreth,
which the said Guardian is direct-
ed to pay her, and file her receipt for
the same in the Clerk's office, and
this Guardianship is considered
as finally settled and the Guard-
ian discharged from further ser-
vices as such.

Terre Haute City Ordinances.
Record 1, Page 169.

An Ordinance extending the
city limits.

Be it resolved by the Com-
mon Council of the City of
Terre Haute.

That the corporate limits
of said City be and the same
are hereby extended so as to
embrace the Real Estate which
has been laid off in lots, platted
and recorded in the Recorder's
Office of Vigo County and em-
braced within the following
limits, to wit:

Commencing at the South
West corner of Out Lot No. 72 as
the same appears on the re-
corded plat of the original
Out Lots of the City of Terre Haute,
thence due East along the Sec-
tion to the County Road or
No. 41.

Seventh Street; thence North along
said County Road or Seventh
Street to the South West corner of
Parsons Addition to the City of
Terre Haute; thence due East to a
point on the East line of the
Wabash and Erie Canal to a
stake; thence due North to the
National Road; thence East
on the National Road to the
County Road or Prairie Street;
thence North on said County
Road or Prairie Street to Locust
Street; thence West on Locust
Street to Seventh Street, thence
North on Seventh Street to the
North East corner of Lot No. 19 as
the same is designated on
the recorded plat of Section 16,
Town 12 Range 9 in Vigo
County; thence due West along
the Street as the same is laid
off on the recorded plat of said
Section 16, till the same strikes
the Wabash & Erie Canal on the
West side; thence South along

said Canal to Locust Street;
thence South along the Wabash
River to place of beginning
1856.

the street
off on the recorded plan
Section 16, till the same strikes
the Wabash & Erie Canal on the
West side; thence South along

said Canal to Locust Street;
thence South along the Wabash
River to place of beginning
Passed November 5th 1856

(signed) L. B. Patterson,

Mayor

attest

Geo. H. Blake, Clerk

Mchs Lien

Record

Page 10

Eshman, Tuell and McKee

To

Joseph Gray and
Mrs. Eliza Gray

Instrument, Notice of Mechanics Lien

Consideration, \$122.00

Dated, July 24, 1869

Acknowledged Before

Commission expires,

Recorded, July 24, 1869

Revenue Stamp,

DESCRIPTION:

Lot No. 5 Block 7 Linton's Addition to Terre Haute and Buildings thereon.

For material furnished by us, at your request for the erection of same.

No. 43

Deed Record 113 Page 26

Mary S. Lundy, a widow,
formerly Mary S. Linton
Harriet R. Landreth, a widow,
formerly Harriet R. Linton
who are the daughters & only heirs
at law surviving of William C.
Linton, deceased.

To

George W. Faris

Instrument, Warranty Deed

Consideration, \$4500⁰⁰

Dated, April 18, 1904

Acknowledged, Before

G. P. Rutherford, N.P., Philadelphia Co.,
Penn.

Commission Expires, June 2, 1905

Recorded, May 6, 1904

Revenue Stamp,

DESCRIPTION:

The following Real Estate,
in the City of Terre Haute, Vigo
County, Indiana, to-wit:

The said Mary S. Lundy
for herself conveys by warranty
as above in Lots numbered 1-2-5
& 6, in Block 7,

1-2-5 & 6, in Block 6 &

9, in Block 3

No. 44

over

And said Harriet R
Landreth for herself conveys
warrants as above In Lots
numbered 3-4-7 & 8, in said
Block 7,

3-7 & 8, in said Block 6
& 10, except 5 feet off the
East side thereof, in said
Block 3

All the foregoing being in
Linton's Addition in said City
of Terre Haute

Subject to the Taxes for the
year 1904

Deed

Record 113 Page 26

George W. Faris

Anna C. his wife

To

Joseph H. Elder

Instrument, Warranty Deed

Consideration, \$45.00

Dated, May 4th 1904

Acknowledged, Before

Charles M. Trout, N.P., Viggo Co., Ind.

Commission Expires, March 7th 1906

Recorded, May 6th 1904

Revenue Stamp,

DESCRIPTION:

The following Real Estate,
in Viggo County, in the State
of Indiana, to-wit:

Lots numbered 1-2-3-5-6-7 & 8,
in Block number 6 &

Numbers 1-2-3-4-5-6-7 & 8,
in Block number 7

All in Linton's Addition, in
the City of Terre Haute

No. 45

over

²³ This conveyance is made
subject to the Taxes of the
current year of 1904

Articles of Association

The Nabash Savings Loan and Building Association

We, the undersigned, for the purpose of organizing a building loan fund & savings Association under the laws of the State of Indiana respectively subscribe to the following Articles of Association

Article 1. The name of this Association shall be the Nabash Savings, Loan & Building Association

Article 2. Its object shall be to furnish a safe & convenient means of investing small earnings

Article 3. Its Capital Stock shall be \$1,000,000.

Article 4. The number of Directors shall be 7 & those chosen to manage the affairs of the Association for the first year

are Benj. F. Havens, David C. Greiner,
Martin N. Diell, Joseph H. Briggs,
S. Crawford McKeen, Silas C. Beach
& Francis V. Bichowsky.

Article 5: The principal office
of this Association for the carrying
on of its business shall be
in the City of Terre Haute, County
of Vigo, State of Indiana.

(Signed)

Benjamin F. Havens - S. C. Beach
S. C. McKeen - Jos. H. Briggs
Francis V. Bichowsky - Geo. J. Kadel
David C. Greiner - E. H. Bradley
Martin N. Diell - Ernest H. Gagg

Acknowledged Oct 4th 1890 before
Harry M. Havens, N.P., Vigo Co., Ind.

Recorded, Oct 7th 1890

Mortgage Record J-3 Page 473.

Joseph G. Elder
Margaret M. his wife

To

The Nabash Savings, Loan
& Building Association

Instrument, Mortgage
Consideration, \$25.00 (See over)
Dated, May 5, 1904

Acknowledged, Before
Charles M. Trout, N.P., Vigo Co., Ind.

Commission Expires, March 7, 1906

Recorded June 1, 1904

Revenue Stamp,

DESCRIPTION:

The following Real Estate,
in Vigo County, in the State of
Indiana, to wit:

Lots 1-2-3-5-6-7^{and} 8, in Block
6

Lots 1-2-3-4-5-6-7^{and} 8, in
Block 7

Lots 9^{and} 10, except 5 feet off
the East side of Lot 10, in

No. 47

over

Block 3

All in Linton's Addition, a Subdivision of Out Lot 2, of original Out Lots of The Town, now City of Texas Haute.

To secure the payment of and the performance of the stipulations of an obligation of indebtedness of even date herewith, wherein said Joseph G. Elder agrees to pay to said Association, the sum of \$25.00, with interest at the rate of 7% per annum, payable semi-annually, & attorneys fees, all payable without relief from valuation laws on account of money borrowed from said Association on 25 shares of stock in said Association. And the Mortgagor agrees to pay said Association not less than \$3.00 per month until the entire sum secured with all expenses and charges is fully paid and said payments shall be applied in the following order:

First: To the payments of the expenses due on said loan, premiums of insurance policies

& taxes that may be assessed on said Real Estate.

Exhibit 1. 11-1

renewals of insurance policies

and taxes that may be assessed
on said Real Estate.

Second: To the payment
of interest due on said loan.

Third: The balance of
said payments shall be
credited as dues on said stock.

Said payments shall be
continued until the dues credited
on said stock together with the
dividends declared thereon
shall equal the amount of
said obligation &c.

On Margin

This Mortgage is satisfied
this 3rd day of July, 1907.

(Signed) The Nabash Savings,
Loan & Bldg Assn
of Terre Haute, Ind.

Per Joseph G. Elder

Attorney in fact

Attest:

Micajah T. Goodman

Recorder, Vigo County.

Miscellaneous Record 21, Page 462

State of Indiana } S.S.
County of Vigo }

Know all men by these
Presents, That at a meeting of
the Board of Directors of The
Wabash Savings, Loan & Building
Association at the Office of said
Association in the City of Terre
Haute, Indiana, on the 7 day of
August, 1906, the following reso-
lutions were adopted by said
Board of Directors, to wit:

Be it resolved that the Power
of Attorney made & granted to
Orad D. Davis and Joseph G. Elder
by The Wabash Savings, Loan
and Building Association of
Terre Haute, Indiana, on the 14
day of April, 1896, and recorded
on Page 341, in Miscellaneous
Record 12, in the Office of the
Recorder of Vigo County, State of
Indiana, be and the same is
hereby revoked in all respects.

And be it further resolved
That Joseph G. Elder & Paul N.

No. 49

over

Bogart, be and they are hereby
made, constituted and appointed
the Attorneys in fact for said
The Nabash Savings, Loan and
Building Association of Terre
Haute, Indiana, with full power
and authority unto each of them,
to collect, receipt for, satisfy and
release of record, all mortgages,
claims and judgments in favor
of said Association.

I, Joseph B. Elder, Secretary of
said The Nabash Savings, Loan
and Building Association, do here
by certify that the above and
foregoing is a true, correct and
complete copy of the resolutions
adopted by the Board of Directors
of said The Nabash Savings,
Loan and Building Association
at the meeting on the 7th day
of August, 1906, and recorded
in the minutes of said meeting.

In Witness Whereof, I have
hereunto set my hand and
affixed the seal of said Associ-
ation on this 8th day of August,
1906

Joseph B. Elder

Secy of the Nabash
Savings Loan and
Building As

hereto set my hand
affixed the seal of said Association on this 8th day of August,
1906.

(Signed) Joseph G. Elder

Secy of the Mabash
Savings Loan and
Building Association

Acknowledged Aug. 8th 1906
before Charles M. Trout, N.P.,
Vigo Co, Ind.
Commission expires March 7th 1910.

Recorded, Aug. 8th 1906

Deed Record 121 Page 488

Joseph S. Elder
Margaret M. Elder
(husband and wife)

To

A. Dale Houff

Instrument, Warranty Deed

Consideration, 10.00 and other valuable considerations

Dated, July 3, 1907

Acknowledged, Before

Charles M. Trout, N.P., Vigo Co., Ind.

Commission Expires, Mch 7, 1910

Recorded, July 24, 1907

Revenue Stamp,

DESCRIPTION:

The following Real Estate
in Vigo County, in the State
of Indiana, to wit:

The following Real Estate
in Vigo County, in the State
of Indiana, to wit:

Lots numbered 1-2-3-5-6-
7 & 8, in Block number 6

Numbers 1-2-3-4-5-6-7 & 8,

No. 51 over

in Block number 7.

All in Linton's Addition
in the City of Terre Haute.

Subject to the fall
installment of taxes for the
year, 1906.

Mortgage Record N-3 Page 199

A. Dale Huff
Alice K. his wife

To

United States Trust Company
of Terre Haute, Indiana
Trustee

Instrument, Mortgage

Consideration, \$3500.00 (See over)

Dated, July 2nd 1907

Acknowledged,

John F. Briery, N.P., Vigo Co., Ind. Before

Commission Expires, Dec 8th 1907

Recorded July 24th 1907

Revenue Stamp,

DESCRIPTION:

The following described
Real Estate, in Vigo County,
in the State of Indiana, to wit:

Lots numbered 1-2-3-5-6-7
and 8, in Block 6

& Lots numbered 1-2-3-4-5-6
7 and 8, in Block 7

All in Linton's Addition,
a Subdivision of Lot number

No. 52

over

2, of the original Out Lots of the
Town (now City) of Terre Haute

To secure the payment
when the same shall respectively
become due, of one principal
note of \$3,500.00, payable 5 years
after date and 10 coupons or
interest notes of 1.05 each, pay-
able in 6-12-18-24-30-36-42-48-
54 and 60 months respectively
after date. All of said
notes are dated July 2nd 1907
bearing interest at 8% per
annum after maturity, payable
at the Office of United States
Trust Company of Terre Haute,
Indiana, with 5% Attorney fees,
without any relief whatever from
valuation or appraisement laws.
All of said notes being executed
by A. Hale Houff^{ary} payable to
the said Mortgagee

On Margin

The debt secured by the
within Mortgage having been
paid in full, such Mortgage
is hereby released, This 22nd day of
July 1909

(Signed) United States Trust
Company of Terre
Haute, Trustee
O. H. H. O. M.

within three months
paid in full, and
is hereby released, this 22nd day of
July 1909.

(Signed) United States Trust
Company of Terre
Haut, Trustee
By Herman A. Mayer
Treas

attest:

Frank Hoermann
Recorder

TO BE PAID
AND AID
IN 1909
SECOND PRINCIPAL
west longitude.

[SLIP]

Miscellaneous Record 26 Page 89.

We the undersigned President and Secretary respectively of United States Trust Company of Terre Haute hereby certify that Section One (1) of Article XII of the By-laws of said Company as the same now is and has been ever since the organization of said Company in force is as follows to-wit:

ARTICLE XII.

Satisfaction of Mortgages.

Section I. The President, First Vice President, Secretary and Treasurer or either of them are authorized to appear in the office of the Recorder of Deeds or other office or court of record of the County of Vigo or any of the Counties of the State of Indiana, or elsewhere and acknowledge and enter satisfaction thereof in the margin of the record of any mortgage judgment or other lien and to release the lien of the same whenever given to or belonging to this Company either in its own right or as an Executor, Administrator, Guardian or other Trustee in all proper cases and to appoint as may be necessary and convenient a substitute or attorney in fact for that purpose in special cases and to use the seal of the company duly attested as evidence of such appointment.

In Witness Whereof We have hereunto subscribed our names and caused the corporate seal of said company to be affixed this 30th day of January A. D. 1909.

(Co's Seal) JOHN T. BEASLEY, President
United States Trust Company of Terre Haute.

WILLIAM K. HAMILTON, Secretary
United States Trust Company of Terre Haute.
State of Indiana, County of Vigo, ss:

Personally appeared before me the undersigned a Notary Public within and for said County and State John T. Beasley and William K. Hamilton, personally well known to me to be the President and Secretary respectively of United States Trust Company of Terre Haute and acknowledged the execution of the annexed and foregoing instrument and said John T. Beasley and William K. Hamilton being by me first duly sworn upon their respective oaths depose and say that the facts set forth in the annexed and foregoing certificate are true.

Witness my hand and Notarial seal this 30th day of January A. D. 1909.

(Notary Seal) BERT BEASLEY,
Notary Public.

My Commission expires Oct. 8, 1910.
Recorded Feby 9, 1909.

54

Deed Record 127 Page 151

A. Dale Houff
and Alice K. his wife

To

Robert Snider

Instrument, Warranty Deed

Consideration, \$3500.00

Dated, July 14th 1909

Acknowledged, " " " before

G. H. Tiesman, N. P., Vigo Co., Ind.

Commission Expires, Aug 28th 1911

Recorded, July 22nd 1909

Revenue Stamp,

DESCRIPTION:

The following Real Estate,
in Vigo County, in the State
of Indiana, to-wit:

Lot number 1-2-3-5-6-7 and
8 in Block 6, and Lot number
1-2-3-4-5-6-7 and 8, in Block 7,
in Linton's Addition, a Subdi-
vision of Out Lot 2, in the
original Out Lots of the Town,
No 55 over

near City, of Terre Haute, Vigo
County, Indiana
Subject to all Taxes

Haute.

To secure the payment when the same shall respectively become due of one principal note of \$65.00⁰⁰, payable 5 years after date and 10 coupon or interest notes of \$19.50⁰⁰ each, payable on 6-12-18-24-30-36-42-48-54 and 60 months respectively after date all of said notes are dated July 21st 1909, bearing interest at 8% per annum after maturity, payable at the Office of United States Trust Company of Terre Haute, Indiana, with 5% attorney's fees, without any relief whatever from valuation or appraisement laws. All of said notes being executed by the Mortgagor Robert Snider and payable to the said Mortgagee.

The debt secured by the within mortgage having

been paid in full, such mortgage is hereby released

this 5 day of March

1913

United States Trust Company of Terre Haute, Trustee.

BY Wm K Hamilton Secretary

attest: Frank Hoernemann Recorder

Mortgage Record C-4 Page 591

Robert Smider
and Mary E. his wife

To

United States Trust
Company of Terre Haute, Indiana,
Trustee

Instrument, Mortgage

Consideration, \$65.00 (See over)

Dated, July 21, 1909

Acknowledged, before

Bert Beasley, N. P. Vige Co. Ind.

Commission Expires, Oct 8, 1910

Recorded, July 22, 1909

Revenue Stamp,

DESCRIPTION:

The following described Real
Estate, in Vigo County, in the
State of Indiana, to-wit:

Lots 1-2-3-5-6-7 and 8, in
Block 6 and Lots 1-2-3-4-5-6-7 and
8, in Block 7, all in Linton's
Addition, a Subdivision of Out
Lot 2, of the original Out Lots
of the Town, now City, of Terre

No 56

over

18-13

United States Trust Company of Terre Haute, Indiana

BY

W. K. Hamilton Secretary

attest: Frank Hoermann Recorder

Miscellaneous Record 11

Page 552.

Articles of Incorporation of the Reese-Snider Lumber Co.,

Desiring to associate ourselves together and to become incorporated for the purpose of buying and selling merchandise and conducting mercantile operations pursuant to the laws of the State of Indiana we the undersigned persons do hereby make and subscribe the following Articles of Association.

I. Object: The object of this corporation is to engage in the buying and selling of lumber and building materials of all kinds

II. Name: The Name of this Company shall be The Reese Snider Lumber Company.

III. Capital Stock: The Capital Stock of this corporation shall be Fifteen Thousand (\$15000) Dollars divided into one hundred and fifty (150) shares of One hundred (\$100) Dollars each.

IV. Incorporation: The name and residence of each member of this corporation is as follows.

Samuel T. Reese, Terre Haute, Indiana.

Robert Snider, Terre Haute, Indiana.

William Q. Hathorn, Terre Haute, Indiana.

V. Directors: The business of this corporation shall be conducted and managed by a Board of three Directors, which shall be elected by the stockholders at their annual meeting.

VI. Place of Business: The office and principal place of business of this corporation shall be in the City of Terre Haute, Vigo County, State of Indiana.

(over)

No. 57

Samuel T. Reese,
Robert Snider,
William Q. Haythorn,

State of Indiana,
Vigo County. SS:---

Before me Guy M. Walker, a
Notary Public in and for said County
this 19th day of February 1895, person-
ally appeared Samuel T. Reese, Robert
Snider and William Q. Haythorn and ac-
knowledgeed the execution of the annexed
Articles of Association.

Witness my hand and Notarial
Seal.

Guy M. Walker,
Notary Public.

(Notarial Seal)

Recorded Feby 20" 1895.

Deed Record 136 Page 356

Robert Snider
and Mary E. his wife

To
Reese-Snider Lumber
Company, a corporation organized
and existing under and by virtue of
the laws of the State of Indiana

Instrument, Warranty Deed

Consideration, \$000 and other valuable
considerations

Dated, Feb 4" 1913

Acknowledged, before

Grace A. Weldon, N.P. Vigs Co., Ind

Commission Expires, Jan 11" 1916

Recorded, March 1" 1913

Revenue Stamp,

DESCRIPTION:

The following described
Real Estate in Vigo County,
in the State of Indiana, to wit:
Lots 1-2-3-5-6-7 and 8, in
Block 6 and Lots 1-2-3-4-5-6-7
and 8, in Block 7, all in
Linton's Addition, a Subdivision
of West Lot 2, of the original
West Lots of the Town, now City,

No. 58

over

of Terre Haute.

This deed is made ^{and}
accepted subject to the taxes
for 1912 ^{and} also subject to the
Mortgage upon said Real
Estate for \$6,500.00 in favor
of United States Trust Company
of Terre Haute, dated ^{and} signed
the 21st day of July, 1909 ^{and}
recorded in Mortgage Record
C-4, Page 571, of the Records
of Vigo County, Indiana
which said Mortgage the
Grantee assumes and agrees
to pay.

Reese Snider Lumber Company, a
Corporation of Vigo County, State of
Indiana

TO

United States Trust Company of
Terre Haute, Indiana, Trustee.

Instrument, Mortgage.

Consideration, \$6500.00

Dated, Feby 28th 1913.

Acknowledged, (See Over)

Commission Expires,

Recorded, March 1, 1913.

Revenue Stamp,

DESCRIPTION:

The following described Real Estate in
Vigo County, in the State of Indiana,
to-wit:

Lots One (1) Two (2) Three (3) Five
(5) Six (6) Seven (7) and Eight (8) in
Block Six (6) and Lots One (1) Two (2)
Three (3) Four (4) Five (5) Six (6) Seven
(7) and Eight (8) in Block Seven (7) all
in Linton's Addition a Subdivision of
Out-Lot Number Two(2) of the original
Out-Lots of the Town (now City) of
(over)

No. 59

Terre Haute, and all rights and appurtenances thereto belonging, and the rents, issues and profits of said real estate, to secure the payment when the same shall respectively become due of One Principal note for Five Thousand (\$5000.00) Dollars payable Five (5) years after date with coupon or interest notes of One Hundred Fifty (\$150.00) Dollars each, Payable in 6-12-18-24-30-36-42-48-54 and 60 months respectively one Principal note for Five Hundred (\$500.00) dollars, payable One (1) year after date, one principal note for Five Hundred (\$500.00) dollars, payable Eighteen (18) months after date and one Principal note for Five Hundred (\$500.00) dollars, payable two (2) years after date with appropriate coupon or interest notes attached to each of said Five Hundred (\$500.00) dollar notes and each payable in 6-12-18 and 24 months respectively after date as the case may be. All of said notes are dated February 28, 1913, bearing interest at eight per centum Per annum after maturity Payable at the office of United States Trust Company of Terre Haute, Indiana, with five percent, attorneys fees, without any relief whatever from valuation or appraisement laws. All of said notes being executed by the mortgagor and payable to the said mortgagee.

Mortgage Signed:

Reese Snider Lumber Company

By Adam Snider, President.

Attest: Gus H. Tessman, Secretary,
(Company Seal)

State of Indiana,
County of Vigo, SS:---

Personally appeared before
me the undersigned a Notary Public within

and for said County and State,-----
----- and-----President,
and Secretary respectively of Reese-
Snider Lumber Company the corporation

in the undersigned a Notary Public within

and for said County and State,-----
----- and-----President,
and Secretary respectively of Reese-
Snider Lumber Company the corporation
which executed the annexed and foregoing
instrument and acknowledged the execution
of the same as their free act and deed
and as the free act and deed of said
Reese-Snider Lumber Company.

Witness My Hand And Notarial
Seal this 28th day of February A.D.1913.
Wilson N. Cox.

Notary Public.

(Notary Seal) My Commission expires
June 11, 1913.

- On Margin -

In consideration of the payment
of \$1000.00 of the debt secured by the
within mortgage the following described
premises covered by such mortgage viz:

Lot 5 in block 6 and lots 4 & 5 in
block 7 all in Linton's Add Sub of Out-
Lot 2 of the original Out-lots of the
Town now City of Terre Haute are hereby
released from the lien thereof this 2nd
day of April 1915.

United States Trust Company of
Terre Haute, Trustee.

By Herman A. Mayer, Treas.

Attest: Frank Hoermann, Recorder.

over

No. 60

P.
The debt secured by the within mortgage having
been paid in full, such mortgage is hereby released
this 25 day of January
1919

United States Trust Company of Terre Haute, Trustee,

BY Wm. K. Hamilton, Secy

attest:

John T. Grace
Recorder

Superior Court of Vigo County.
Case No. 17705.

Robert C. Snider

vs.

The Reese-Snider Lumber Company

For Receiver

Filed March 15, 1918

Sums Retn March 25" 1918.

March 15, 1918.

O.B. 56 Page 37.

Comes now the plaintiff, Robert C. Snider in person and by his attorneys and it appearing to the Court that pursuant to the endorsement on the complaint herein a summons was issued in this cause directed to the Sheriff of Vigo County, Indiana, requiring the defendant to appear herein on the 25th day of March 1918, and that said summons has heretofore been placed in the hands of said Sheriff and duly served by said Sheriff upon the defendant, The Reese Snider Lumber Company which summons together with the Sheriff's return endorsed thereon is in words and figures as follows, to-wit: (here insert)

The plaintiff makes application for the appointment of a Receiver herein and presents to the Court his verified complaint, which complaint is in words and figures as follows, to-wit: (here insert) And now defendant by George D. Shannon enters its full appearance in this cause and files its answer, which answer is in the words and figures as follows, to-wit: (here insert) And this cause is now sub-

(over)

mitted to the Court for trial and determination and said application is heard by the Court upon said verified complaint and also upon oral testimony and the evidence being heard and the Court being fully advised in the premises finds that the defendant is insolvent and that the allegations of plaintiff's complaint herein are true. The Court further finds that a Receiver should be appointed in this cause as prayed to take charge of all the business and all of the property and assets of said defendant and to hold, manage, control, sell and dispose of said business property and assets of said defendant under such orders and directions as may be made by this Court.

It is therefore considered, adjudged and decreed by the Court that George E. Osburn be, and he hereby is appointed Receiver of this Court to take charge of all the property assets and business of said defendant including the rights, credits, moneys, effects and property of every description of whatever kind and he is hereby empowered to run and operate said business, receive and collect all moneys due and owing said corporation and apply the same as the Court may direct and sue and defend in any actions if necessary, in the name of the corporation and to sequester all the property of defendant and make distribution thereof as the Court may direct.

It is further ordered adjudged and decreed by the Court that said Receiver before entering upon his services, execute a bond with surety to the approval of this Court in the sum of Two Thousand Dollars, (\$2000.00).

March 16, 1918. O.B. 56, Page 40.

And comes now said George E. Osburn,

and files his acceptance of such appointment, together with his oath in words and figures following, to-wit: (Here insert) And said George E. Osburn, also files bond herein with

decreed by the Court
before entering upon
a bond with surety to the
this Court in the sum of Two Thousand
Dollars, (\$2000.00).

March 16, 1918. O.B. 56 Page 40.

And comes now said George E. Osburn,

and files his acceptance of such appointment, together with his oath in words and figures following, to-wit: (here insert) And said George E. Osburn, also files bond herein with Robert C. Snider as surety thereon, as by the Court directed, which bond is in words and figures as follows, to-wit: (here insert) And the Court now accepts and approves said bond and this cause is now continued for further proceedings in the premises.

April 4, 1918 O.B. 56 Page 127.

Come now the parties by counsel and comes also the Receiver heretofore appointed herein, and receiver files inventory and appraisement of the personal property of defendant herein, which inventory and appraisement is in words and figures as follows, to-wit: (here insert)

Dec. 7th 1918, O.B. 57, page 458.

Comes now George E. Osburn, receiver for The Reese Snider Lumber Company, and presents and files herein a report of the financial condition of the said The Reese Snider Lumber Company, and his petition, as such receiver, asking for an order of this Court to sell certain real Estate in whole or in part for cash, free and clear of all liens, at public sale on such terms as the Court may direct, which financial report and petition of said receiver is in the words and figures as follows, towit: (here insert)

And the Court having seen and inspected said petition heard the evidence, and being duly advised in the premises, finds that the matters and things in said petition set out are true, and that the prayer thereof should be granted.

The Court further finds that said receiver
No. 42 -over-

ceiver should sell said real estate in whole or in part; said sale to be made at public sale for cash, free from any liens and incumbrances on said property and that any such liens and the interests of the holders thereof should be transferred to the funds derived from the sale of said property. Also that said receiver should sell the accounts of said Company.

It is therefore ordered, adjudged and decreed by the Court that said receiver sell the following described real estate in Vigo County, Indiana, in whole or in part, as follows, towit: Lots No. 1-2-3-6-7 and 8 in Block 6 and Lots No. 1-2-3-6-7-8 in Block 7, all in Lintons Addition, a Subdivision of Out Lot 2, of the original Out Lots of the Town, now City of Terre Haute, Vigo County, Indiana, Also Lot No. 138 in Glass Park, a Subdivision in the City of Terre Haute, Vigo County, State of Indiana, Also, Lot No. 286 in W.H. Smith's Subdivision to the City of Terre Haute, Vigo County, State of Indiana, Also, The accounts, bills receivable, credits, rights of action and any and all claims for money due said The Reese Snider Lumber Company of any nature whatsoever.

It is further ordered, adjudged and decreed that the said real estate situate in Glass Park be sold by said receiver subject only to the contract of sale heretofore entered into by the Reese Snider Lumber Company, prior to the appointment of the receiver in this cause, and that said contract of sale be recognized, and that as to said real estate the receiver herein is authorized if he deems it best for the interest of all parties concerned to sell the same subject to the mortgage existing against said parcel of real estate.

It is further ordered, adjudged and de-

creed that said receiver may advertise said real estate for sale in whole or in part, at one time and place of sale, or on divers days and places as he may deem best, and that he sell said real estate above described at public sale for cash.

nised. And the receiver
the receiver deems it best for the
parties concerned to sell the
ject to the mortgage existing against
said parcel of real estate.
It is further ordered, adjudged and de-

creed that said receiver may advertise
said real estate for sale in whole or in
part, at one time and place of sale, or
on divers days and places as he may deem
best, and that he sell said real estate
above described at public sale for cash,
free from any and all liens of every
kind and character thereon, excepting
however, the real estate situate in
Glass Park, which may be sold in the
descretion of said receiver subject to
the existing mortgage thereon, after
giving five days notice by one inser-
tion in each of two daily newspapers of
general circulation printed and publish-
ed in the City of Terre Haute, Vigo
County, Indiana; and the liens and in-
cumbrances of all of said property so
sold free from such liens and incumbran-
ces shall be transferred to the funds
derived from the sale of such real es-
tate.

It is further ordered, adjudged and de-
creed that the accounts bills receivable,
credits, rights of action and any and all
claims for money due said The Reese
Snider Lumber Company be sold by said
receiver upon the same terms and condi-
tions as the real estate above describ-
ed, and said receiver is hereby author-
ized and directed to apply the proceeds
of the sales of the property above men-
tioned as follows. 1st. to the payment
and discharge of any and all Street im-
provements against any parcel of real
estate hereby directed to be sold, the
proceeds of such parcel of real estate
only shall be so applied, 2nd. to the
payment of the mortgage indebtedness
against the piece of real estate so
encumbered, including the interest there-
on, excepting such real estate as may be

No. 63

-over-

10, 11, 12
AGE AND
IN RANGE
SECOND
WEST LONG

6
sold subject to the mortgage indebtedness, and 3rd. to the payment of the general indebtedness of the The Reese Snider Lumber Company.

It is ordered that said receiver report to the Court his actions and doings under this order.

July 30th 1920, O.B. 60/506.

Comes now the Receiver herein and file his partial report, together with the books and papers which partial report, together with the books and papers are as follows, to wit: (here insert). And this Cause is set for hearing, by the Court August 6th 1920 and notice to the parties herein is ordered issued, as prescribed by law, for said hearing.

Aug. 6th 1920, O.B. 60/517.

Comes now the Receiver in the above entitled cause and the Court having heard the evidence as to the giving of notice to the parties herein and having seen and inspected the Receiver's partial report, heretofore filed now approves said partial report. The Receiver is permitted by the Court to take the books from the files.

Sept. 19th 1923, O.B. 65/190.

Comes now the above named plaintiff, and comes also the Receiver, in the above entitled cause, George F. Osburn, and now said Receiver submits and files his report of his acts and doings under the former order of this Court, and additional appraisement, respecting the sale of certain real estate and personal property belonging to the Reese Snider Lumber Company and praying in Court for an order respecting the payment of the expenses of sale out of the moneys remaining in the hands of the said Receiver; which said report, and appraisement is in the words and figures as follows, to wit: (here insert).

And the Judge having seen and inspected the said report of said Receiver, and being duly advised, in relation thereto, finds: the matters and things therein set out are true, and that said report should in all things be confirmed and approved, and that the request of said Receiver for an order for the payment out of said funds

Court for the payment of the expenses of moneys remaining in the hands of said Receiver; which said report, and appraisement is in the words and figures as follows, to wit: (here insert).

And the Judge having seen and inspected the said report of said Receiver, and being duly advised, in relation thereto, finds: the matters and things therein set out are true, and that said report should in all things be confirmed and approved, and that the request of said Receiver for an order for the payment out of said funds received by him for said expenses, connected with the sale of said real estate, should be granted. It is therefore ordered by the Judge of this Court, that said report of said Receiver and his doings under the former order of this Court, as so reported, and the execution by him of said deeds and bill of sale, to said personal property to the said Indian Refining Company and the said Robert C. Snider, respectively be, and the same are now in all things confirmed. It is further ordered herein, that the receiver herein pay out of the proceeds of said sale and personal property the treasurer of Vigo County, the sum of \$51.32, and unto the Indian Refining Company the sum of \$52.12; that being in full of all taxes due on said real estate; charges for publication of Notices of sale; taxed at \$-----; Abstract of title on real estate \$-----; Revenue Stamps on conveyances, \$4.50; and the costs of this proceeding, amounting to in all the sum of \$-----.

It is further ordered that said Receiver make further report of the distribution of the moneys remaining in his hands.

Oct. 9th 1923,

O.B. 65/263.

Come now the parties by counsel, and comes now George Osburn the Receiver in the above entitled cause, and the plaintiff

No. 64

-over-

having filed his motion to amend and correct, nunc pro tunc the judgment rendered herein by this Court on the 19th day of September, 1923; which motion is in words and figures as follows, to-wit: (here insert), said motion is now submitted to the Court for hearing and determination, and the Court having seen and inspecting the record thereof and it sufficiently appearing from the minutes of the Courts bench docket, and from other evidence that the entry of said judgment through inadvertence, does not fully express the judgment of the Court as rendered and given on said day. The Court now sustains and grants said motion. It is therefore ordered that the entry of the judgment herein be, and the same is now hereby amended, and corrected so as to read as follows, to-wit: omitting caption; "Comes now the above named plaintiff, and comes also George F. Osburn, Receiver in the above entitled cause, and now said Receiver submits and files his report and acts and doings under the former order of this Court; which report is in words and figures as follows, omitting caption;

REPORT OF SALE.

The undersigned, George E. Osburn, Receiver for the Reese Snider Lumber Company, reports to the Court that pursuant to the order of said Court heretofore made and entered on the 7th day of December, 1918, this Receiver gave notice of the time, terms and place of sale of the following described real estate, to-wit:-

Lots One (1), two (2), three (3), six (6), seven (7) and eight (8) in Block Seven (7), in Linton's Addition, a subdivision of Out Lot Number Two (2), of the Original Out Lots of the Town now the City of Terre Haute, in Vigo County, in the State of Indiana. Also Lot Number 138, in Glass Park, a Subdivision, in the City

of Terre Haute, Vigo County, Indiana. Also said Receiver, pursuant to said order of this Court gave notice of the time, place and terms of sale of all accounts, bills receivable, credits, rights of ac-

Original Out of State
of Terre Haute, in Vigo County,
State of Indiana. Also Lot Number 12,
in Glass Park, a Subdivision, in the City

of Terre Haute, Vigo County, Indiana.
Also said Receiver, pursuant to said order of this Court gave notice of the time, place and terms of sale of all accounts, bills receivable, credits, rights of action, notes and judgments due and owing to said Reese Snider Lumber Company; which said notice of sale of said real estate and personal property and choses in action was published by one publication in the Terre Haute Star, and also one publication in the Terre Haute Post; each being newspapers of general circulation printed and published in the City of Terre Haute, Vigo County, Indiana; more than five days prior to the 17th day of September, 1923; the day fixed by the Receiver for the sale of said property; proofs of publication of each of which notices is filed herewith and made a part of this report. (here insert), that said Receiver further caused an appraisement of said property to be taken and made by George D. Shannon and J.C. Stimson, two disinterested house holders of said County; which said appraisement is filed herewith and made a part of this report and is in words and figures as follows, towit: (here insert), that pursuant to said order and said notices, this Receiver on said 17th day of September 1923, at Room 9, Myers Bros. Building in the City of Terre Haute, Vigo County, Indiana, at the hour of 10 o'clock of said day offered for sale the above described real estate so ordered sold by this Court for cash to the highest and best bidder and free from all liens and incumbrances thereon. That at said time and place, the Indian Refining Company, a corporation, bid for

Lots 1,2,3,6,7 & 8, in Block Seven (7),
No. 65 -over-

The Land
10, 11, 12 and
13 and 14
in Range 10
SECOND PR
west longitude

in Linton's Addition, a Subdivision of Out Lot 2, of the Original Town, now City of Terre Haute, in Vigo County, Indiana;

The sum of three thousand eight hundred (\$3800.00) dollars, said amount being more than the appraised value of said real estate, and this being the highest and best bid for said real estate received by this Receiver, said real estate was then and there struck off to said the Indian Refining Company, at said time and place, that pursuant to the terms of said sale, said Indian Refining Company paid this Receiver the said sum of \$3800.00. That on the 17th day of September, 1923, this Receiver executed a deed of conveyance from him as such Receiver, for the said real estate to said Indian Refining Company, Conditioned that said Indian Refining Company pay the taxes for said real estate, for the year 1923, due and payable in the year 1924, said taxes being by this Receiver refunded this day and date to said Indian Refining Company; which said deed was on the said 17th day of September, 1923, presented to the Judge of this Court, by whom said deed was approved and ordered delivered to said Indian Refining Company, which delivery was made on said day by this Receiver. That at said time and place, Robert C. Snider, bid for,

Lot 138, in Glass Park, a Subdivision in the City of Terre Haute, Indiana; the sum of \$150.00; and that at such sale Robert C. Snider bid for the accounts, bills receivable, credits, rights of action; notes and judgments due said Reese Snider Lumber Company the sum of \$75.00; and this being the highest and best bid for said Lot and for said accounts, bills receivable, credits, rights of action, notes and judgments received by this Receiver, said real estate and said personal property was struck off to said Robert C. Snider at said time and place, that pur-

ert C. Snider paid this Receiver the sum of \$225.00; that on said 17th day of September 1923, this Receiver executed a deed of conveyance from him as such Receiver, for the said Lot in Glass Park, to the said Robert C. Snider, conditioned that

and this being the sum paid for said Lot and for said accounts receivable, credits, rights of action, notes and judgments received by this Receiver, said real estate and said personal property was struck off to said Robert C. Snider at said time and place, that pur-

ert C. Snider paid this Receiver the sum of \$225.00; that on said 17th day of September 1923, this Receiver executed a deed of conveyance from him as such Receiver, for the said Lot in Glass Park, to the said Robert C. Snider, conditioned that said Robert C. Snider pay all taxes due or to become due against said real estate as a part of the purchase price thereof; which said deed was on said 17th day of September 1923, presented to the Judge of this Court by whom said deed was approved and ordered delivered to said Robert C. Snider; which delivery was made on said day by this Receiver; that on said 17th day of September, 1923, this Receiver executed a bill of sale to said Robert C. Snider to all accounts bills receivable, credits, rights of action, notes and judgments due and owing to said Reese Snider Lumber Company, which said bill of sale was on the 17th day of September, 1923, presented to the Judge of this Court by whom said bill of said was approved and ordered delivered to said Robert C. Snider; which delivery was made on said day by this Receiver. And now said Receiver brings into Court the said sums of \$3800.00, \$150.00 and \$75.00 respectively, the purchase moneys for said real estate and said personal property, a total sum of \$4025.00. And now said Receiver asks that his report of sale of said real estate and said personal property be in all things approved and confirmed by the Judge of said Court, and that the Judge of Court make such order respecting the payment of the expenses of sale out of the moneys remaining in the hands of this Receiver as he may deem proper.

No. 66

-over-

George E. Osburn, Receiver Reese Snider Lumber Company.

George E. Osburn, being first duly sworn upon his oath, deposes and says: that he makes the above and foregoing report of sale as the Receiver of Reese Snider Lumber Company, and that the matters and things as set out in said report of sale are true.

William F. Cammack,
Notary Public.

(Seal)

Subscribed and sworn to this 19th day of September, 1923.

My Commission expires September 14" 1926."

And the Court having seen and inspected said report, together with proof of publication of notice of sale, and the appraisal of the property in said report described, and being duly advised in relation thereto, finds: the matters and things therein set out are true and that said report should in all things be confirmed and approved, and that the request of the Receiver for an order for the payment out of said funds received by him for said Expenses connected with the sale of said real estate should be granted.

And the Receiver having submitted to the Court for approval, his deeds conveying respectively to the Indian Refining Company:

Lots 1,2,3,6,7 and 8 in Block 7, in Linton's Subdivision of Out Lot No. 2, of the Original Out Lots of the Town now City of Terre Haute, in Vigo County, Indiana; and to Robert C. Snider, Lot 138, in Glass Park, a Subdivision in the City of Terre Haute, Vigo County, Indiana; Which deeds were by the Court approved.

It is therefore ordered, by the Judge of this Court, that said deeds be delivered to the respective purchasers, and that

the report of said Receiver and his doings under the former order of this Court as so reported are now in all things confirmed.

It is further ordered herein, that the

in this case, and the respective parties, and that

the report of said Receiver and his doings under the former order of this Court as so reported are now in all things confirmed.

It is further ordered herein, that the Receiver herein pay out of the proceeds of said sale of real estate and personal property to the Treasurer of Vigo County, the sum of \$51.32, and unto the Indian Refining Company, the sum of \$52.12; that being in full of all taxes due on said real estate; charges for publication of notices of sale; taxed at \$--- Abstract of Title on real estate, \$---, Revenue Stamps on conveyance, \$4.50; and the costs of this proceeding, amounting to in all the sum of \$-----.

It is further ordered that said Receiver make further report of the distribution of the moneys remaining in his hands. It is further ordered that said entry be made as of said 19th day of September 1923; And comes now again the said Adam Snider and Company, a corporation and files its intervening petition, asking permission to intervene and file claim against the Receiver herein, for recovery upon a lost note; which permission is granted and said Adam Snider and Company files verified claim in the following words and figures, to wit: (here insert). And comes now the Receiver and files answer to said Claim in general denial, and said cause being now at issue, it is submitted to the Court for trial and findings, without the intervention of a Jury; and the Court having heard the evidence and being fully advised in the premises, finds that the averments contained in said petition are true, and that the above named defendant executed to said Adam Snider and Company, on the No. 67

-over-

31st day of December, 1917, a certain promissory note, calling for the payment of the sum of \$500.00 to said Company on demand, with % interest per annum until paid; which said note was given to secure the repayment of a loan of \$500.00, made by said claimant to said defendant. And the Court now finds that said note has been lost, and that the same has never been paid, and that said claimant is entitled to recover upon said note the principal sum of \$500.00; together with \$208.03, interest, making a total amount of \$708.03, and that said Receiver should list said sum as a valid claim against said defendant, and should so consider said claim in making disbursements; and it is ordered and adjudged by the Court, that said claimant Adam Snider and Company should recover upon said note the aggregate sum of \$708.03; and costs herein; and said Receiver is hereby ordered and directed by the Court to list the aforesaid amount as a valid claim as an item of indebtedness against said defendant, and is hereby ordered to pay to said claimant its respective pro-rata share of the assets remaining in the hands of said Receiver after the payment of the expenses of said receivership.

RECEIVER'S DEED.

This Indenture Witnesseth That

RECEIVER'S DEED.

This Indenture Witnesseth: That George E. Osburn of Vigo County, State of Indiana, as Receiver for the Reese Snider Lumber Company, heretofore appointed by order of the Superior Court of Vigo County in the State of Indiana, in a certain cause of action, wherein Robert C. Snider was Plaintiff, and the Reese Snider Lumber Company was defendant, by order of said Superior Court of Vigo County, Indiana entered in said cause, directing the sale of certain real estate,

CONVEYS TO,

Indian Refining Company, a corporation, of the State of Maine, the following described real estate, situate in Vigo County, in the State of Indiana, to wit:-

Lots Numbers one (1), two (2), three (3), six (6), seven (7), and eight (8), in Block seven (7), in Linton's Addition, a Subdivision of Out Lot Number Two (2) of the Original Out Lots of the Town, now City of Terre Haute, Vigo County, Indiana, subject to the taxes for the year 1923, due and payable in the year 1924, which the grantee assumes and agrees to pay, for the sum of three thousand eight hundred (\$3800.00) dollars.

Witness the hand and seal of the said George E. Osburn, as receiver of the said Reese Snider Lumber Company, grantor herein this 19th day of September, 1923.

George E. Osburn, L.S.
as Receiver of the Reese Snider Lumber Company.

State of Indiana,
County of Vigo, SS:-

No. 6

-over-

THE AMERICAN
INDIANA

The lands of Vigo
10, 11, 12 and 13, now
ana and Illinois, which
in Ranges No. 7, 8,
SECOND PRINCIPAL
west longitude.

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State the above named George E. Osburn as receiver of the Reese Snider Lumber Company, and as such Receiver acknowledges the Execution of the above and foregoing deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal, this 19th day of September, 1923.

Wm. F. Carmack,

Notary Public.

(Notary Seal)

Commission expires Sept. 14" 1926.

(Revenue Stamp \$4.00)

Sept. 19th 1923, Examined & Approved.

John E. Cox,

Judge.

Recorded Sept. 20" 1923.

TAXES FOR 1922

Terre Haute "Gt. S" Duplicate Page 15

PT 1-1-1-1-1-1-1-1-1-1

Terre Haute 4th S Duplicate Page 15

Lots 1-2-3-6-7-8, Block 7
Linton's Add

Listed in name of Reese-Snyder Lbr Co
with \$ No Personal Property.

1st Installment	\$ 51 32
2nd Installment	51 32
Delinquency of former years	
Penalty on same	
Penalty on current year's Tax	
Collector's Fee	
Total	\$ 102 64

CREDITS		\$
5/7/23		51 32
9/19/23		51 32
5/2/23 tax		52 12

The Taxes of 1923 became a lien March 1st, but the duplicates are not yet in the Treasurer's office.

No. 69

Abstract No.

1471

Terre Haute, Ind...

October 13th 1923

7 o'clock A. M.

WADE ABSTRACT COMPANY

Hereby Certifies, That this Abstract, containing with this

certificate

Seventy (70)

leaves, is a correct Abstract of the instruments and proceedings involving the title to the lands as described on the Title Page, hereof, as the same appear of record in the Deed, Mortgage, Lease, Mechanic Lien, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior, Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's current Tax Duplicates, of Vigo County, Indiana. Also, judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or their assignees. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed. Also except any memoranda made on this Abstract by persons not in our employ.

Wade Abstract Company
by George H. Tipton, Secy

The ownership of this Abstract is retained until the fees are paid and receipted hereon.

Fee:

\$4.00

No.

70

AN ABSTRACT
of the
CONVEYANCES, MORTGAGES
-and-
Incumbrances of Record
-in-
VIGO COUNTY, INDIANA
-upon-

*Same as described on
Title Page*

*In Continuation of foregoing
Abstract No. 1471*

No. 21

Deed

Record 184, Page 188.

DEED

Indian Refining Company,
a Maine Corporation.

To
Indian Realty Corporation,
an Indiana Corporation.

Instrument, Warranty Deed.

Consideration, \$1.00 and other valuable con-

Dated, See over.

Acknowledged, See over.

Commission Expires,

Recorded, Feb. 3rd 1927.

Revenue Stamp,

DESCRIPTION

The following Real Estate in Vigo County, in the State of Indiana, to-wit:
Lots numbered one (1), two (2), three (3), Six (6), seven (7), and eight (8) in Block Seven (7) in Linton's Addition, a Subdivision of Out Lot Number two (2) of the Original Outlots of the Town, now City, of Terre Haute, and that part of the alley between the said lots to which the said grantor may be entitled by reason

No. 22

-over-

THE AM
IND
The land
10, 11, 12
ana and Ill
in Ranges
SECOND PR
west longitu

of the vacation thereof by the City of Terre Haute, by a declaratory resolution Number 40, 1924 adopted by the Department of Public works of the said City on or about May 21st 1924.

To Have and To Hold the said premises together with all the buildings, tanks, pipes, pumps, driveways and all other improvements and property thereon or connected therewith the appurtenances thereunto belonging or in any way appertaining unto the said Grantee its successors and assigns forever.

In Witness Whereof the said Grantor has caused this deed to be signed by its duly authorized officers and its corporate seal affixed hereto this First day of December, A.D. 1926.

Indian Refining Company,

By Frank Fritts,

Vice President.

Attest: D.G. Siemer, Secretary.
(Company seal)

State of Illinois,

County of Lawrence, SS:-

Before me, H.M. Wilson, a Notary Public, in and for said County and State, personally appeared this 26th day of January, A.D. 1927, Frank Fritts and D.G. Siemer, known to me to be the Vice-President and Secretary of the within named Indian Refining Company, a Maine Corporation and acknowledged that they signed and sealed the foregoing deed as the free act and deed of the said corporation for the uses and purposes therein contained.

H.M. Wilson,

Notary Public.

(Notary seal)

Commission expires July 2nd 1927.

TAXES FOR 1926

Terre Haute "H. L." Duplicate Page 122

(Notary seal)

Commission expires July 2nd 1927.

TAXES FOR 1926

Terre Haute, Ind. Duplicate Page 122

Lots 1-2-3-6-7^{and} 8, Block 7,
Linton's Add.

Listed in name of Indian Refining Co.
with \$ No Personal Property.

1st Installment	\$ 182 74
2nd Installment	182 74
Delinquency of former years	
Penalty on same	
Penalty on current year's Tax	
Collector's Fee	
Total	\$ 365 48

CREDITS

4/25/27	\$ 182 74

The taxes of 1927 became a lien March 1st, but the duplicates are not yet in the Treasurer's office.

No. 73

The lands of Vigo County
10, 11, 12 and 13, north of
ana and Illinois, which is 38
in Ranges No. 7, 8, 9, 10
SECOND PRINCIPAL MERIDIAN
west longitude.

TAXES FOR 1926

Terre Haute, Ind. Duplicate Page 63
Special Assessment

Lots 1-2-3-6-7th 8, Block 7,
Linton Add

Listed in name of Indian Refining Co
with \$ No Personal Property.

1st Installment	\$ 3 54
2nd Installment	3 54
Delinquency of former years	
Penalty on same	
Penalty on current year's Tax	
Collector's Fee	
Total	\$ 7 08

CREDITS

No Credit on
Duplicate

The taxes of 1926 became a lien March 1st, but the duplicates are not yet in the Treasurer's office.

No. 74

Abstract No.

1471

Terre Haute, Ind.,

May 6th 1927
7 o'clock A.M.

WADE ABSTRACT COMPANY

Hereby Certifies, That this Abstract, containing with this certificate

Seventy-five (75)

leaves, is a correct Abstract of the instruments and proceedings involving the title to the lands as described on the Title Page, hereof, as the same appear of record in the Deed, Mortgage, Lease, Mechanic Lien, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's Current Tax Duplicates, of Vigo County, Indiana. Also, judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or their assignees. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed. Also, except any memoranda made on this Abstract by persons not in our employ.

~~except personal taxes~~
Wade Abstract Company
by George H. Tipton, Secy

The ownership of this Abstract is retained until the fees are paid and receipted hereon.

Fee:

\$4⁵⁰ Old Fee

4⁵⁰ New Fee

\$9⁰⁰

Received Payment
Wade Abstract Co.

No. 75

J. H.

Abstract No. 137179

PREPARED BY

VIGO-WADE ABSTRACT CO., INC.
AN ABSTRACT

OF

*The Conveyances and other matters of record
in Vigo County, Indiana*
UPON

Same land as described on Title
Page #1.

An Extension from May 5, 1927
To
March 16, 1979.

NO. 76

Indian Realty Corporation, an Indiana
Corporation of Vigo County, Indiana
To
The Fort Harrison Savings Association
of Terre Haute, Vigo County, Indiana

Kind of Instrument Mortgage

Consideration Amt. \$ 35,000.00

U. S. Revenue Stamp \$

Gross Income Tax Stamp \$

Date of Instrument May 12, 1927

Acknowledged " " " before
H. M. Wilson, N.P., Lawrence Co., IL
Commission Expires July 2, 1927

(Notary Seal)

Filed for Record May 17, 1927

DESCRIPTION AND REMARKS

The following Real Estate in Vigo Co. in the
State of Indiana, to-wit:

Lots 1, 2, 3, 6, 7 and 8 in Block 7
in Linton's Addition, a subdivision
of Out Lot 2 of the Original Out Lots
of the Town, now city of Terre Haute.
(and other lands)

Indian Realty Corporation
By H. P. Teare
President

(Corporate Seal)

Attest: D. G. Siemer, Secretary

No. 77

-over-

-On Margin-

For Partial Release of this Mortgage
See Miscellaneous Record
No. 65 Page 11.

LESLIE B. FERGUSON
RECORDER

For Partial Release of this Mortgage
See Miscellaneous Record
No. 65 Page 39.

LESLIE B. FERGUSON
RECORDER

Deed Record 197 Page 316

Indian Realty Corporation, an Indiana
corporation

To
Indian Refining Company, a Main cor-
poration

RECORDS OF THE
INDIANA DEPARTMENT OF REVENUE
COMMISSIONER OF THE STATE OF INDIANA
INDIAN REFINING COMPANY (INCORPORATED IN INDIANA)
NOTES
Page 10

Indian Realty Corporation, an Indiana corporation

To

Indian Refining Company, a Main corporation

Kind of Instrument Warranty Deed

Consideration Amt. \$1.00 etc.

U. S. Revenue Stamp \$

Gross Income Tax Stamp \$

Date of Instrument November 2, 1931

Acknowledged " 27, " before
Dantzelle E. Conley, N.P., Lawrence Co.,
Commission Expires January 8, 1934 IL
(Notary Seal)

Filed for Record January 2, 1932

DESCRIPTION AND REMARKS

The following Real Estate in Vigo Co. in the State of Indiana, to-wit:

Lots Numbered One (1), Two (2), Three (3), Six (6), Seven (7), and Eight (8) in Block Seven (7) in Linton's Addition, a sub-division of Outlot Number Two (2) of the original Outlots of the town (now city) of Terre Haute, and that part of the alley between the said lots to which the said Grantor may be entitled by reason of the vacation thereof by the City of Terre Haute by a declaratory resolution number 40.1924, adopted by the Department of Public Works of the said city on or about

No. 78 -over-

May 21, 1924.

TO HAVE AND TO HOLD the said premises, together with all the buildings, tanks, pipes, pumps, driveways, and all other improvements and property thereon, or connected therewith and the appurtenances thereunto belonging or in any way appertaining unto the said Grantee, its successors and assigns forever.

INDIAN REALTY CORPORATION,

By E. C. Breeding,

Vice President

(Corporation Seal)

ATTEST: D. G. Siemer

WITNESS: S. M. Wilson

Guy L. Ritchie

Declarator

IN THE CIRCUIT COURT OF THE STATE OF INDIANA
IN AND FOR THE COUNTY OF VIGO

vs.

THE FORT HARRISON SAVINGS ASSOCIATION, Plaintiff,
vs.
THE INDIAN REFINING CORPORATION, Defendant.

Case No. 100

Miscellaneous Record 100

Page 37

KNOW ALL MEN BY THESE PRESENTS, That the Fort Harrison Savings Association of Terre Haute, Vigo County, Indiana, does hereby release and forever discharge the Indian Refining Corporation an Indiana corporation, and the Indian Refining Company, a Maine Corporation, from any and all indebtedness secured by a certain mortgage dated May 12, 1927, from the Indian Realty Corporation to the Fort Harrison Savings Association and does hereby release and discharge the premises from the lien of the said mortgage covering:

lots, 1, 2, 3, 6, 7, and 8 in Block 7 in Linton's Addition, a subdivision of Out lot 2 of the original out lots of the town, now the City of Terre Haute, Vigo County, Indiana.

(and other lands)

all notes and any and all other indebtedness secured thereby having been fully paid.

In Witness Whereof, The Fort Harrison Savings Association of Terre Haute, has caused this instrument to be signed by its duly authorized officers and its seal to be affixed hereto this 12 day of April, A. D. 1933.

The Fort Harrison Savings Association

By Ewald E. Reiman, President
(ASSOCIATION SEAL)

Attest: George A. Schaal, Secretary

State of Indiana,
County of Vigo, SS:

Personally appeared before me, the undersigned a Notary Public in and for

No. 77

-over-

the said County and State this 12th day
of April, A. D. 1933, Ewald E. Reiman
and Geo. A. Schaal personally known
to me to be the President and Secretary
of The Fort Harrison Savings Association,
who acknowledged that they signed
and sealed the foregoing instrument
as their free act and deed and as the
free act and deed of the above named
Association.

Leota Roberts
Notary Public
(Notary Seal)
My Commission expires August 16, 1936

Recorded: April 27, 1933

POWER OF ATTORNEY

Know all men by these Presents: That Fort Harrison Savings Association, of Vigo County, Indiana, by its Board of Directors, Fred G. Heini, Milton Herz, George A. Schaal, Samuel C. McKeen, Ewald E. Reiman, Harold Harrison and Rutherford N. Filbeck, all of Vigo County, Indiana, do hereby constitute, name and appoint Ewald E. Reiman, of Vigo County, Indiana, and George A. Schaal of Vigo County, Indiana, or either of them its lawful Attorney or Attorneys, for it and in its stead and name, to satisfy and release of record any Mortgage or Mortgages heretofore or hereafter executed to it by any person or persons or co-partnership or corporation, upon the payment of the amount due on such Mortgage or Mortgages executed to such Fort Harrison Savings Association, and in the event of part payment of the principal of any such mortgage then said Attorneys or either of them are hereby authorized to release a proportionate part of the real estate, covered by such Mortgage, and in the event of the conveyance by the mortgagors of any real estate to the said Fort Harrison Savings Association in payment of a mortgage held by it against them, then said Attorneys or either of them are hereby authorized to satisfy such mortgage. The intent being that either of its said Attorneys may satisfy or release of record such mortgage or mortgages upon payment being made as aforesaid, and whatsoever its said Attorneys or either of them shall lawfully do, in the premises is hereby ratified and confirmed by the said Fort Harrison Savings Association, and by its said Board of Directors.

In Witness Whereof, The said Fred G. Heini, Milton Herz, George A. Schaal, Samuel C. McKeen, Ewald E. Reiman, Harold Harrison and Rutherford N. Filbeck, constituting the Board of Directors of Fort Harrison Savings Association, have hereunto set their hands and seals this 28th day of July, 1930.

Fred G. Heini,
Harold Harrison,
Rutherford N. Filbeck,
George A. Schaal,
E. E. Reiman,
S. C. McKeen,
Milton E. Herz,

THE AMERICAN
INDIAN
The lands of
10, 11, 12 and
ana and Illinois
in Ranges No.
SECOND PRIN
west longitude.

State of Indiana, County of Vigo, ss:
Before me, the undersigned, a Notary Public, in
and for said County, this 28th day of July, 1930,
personally appeared Fred G. Heini, Milton Herz,
George A. Schaal, Samuel J. Lickson, Ewald E.
Reiman, Harold Harrison and Rutherford N. Filbeck,
constituting the Board of Directors of Fort Harri-
son Savings Association, and acknowledged the
execution of the foregoing Power of Attorney, for
the uses and purposes therein set forth.

Witness my hand and Notarial Seal.
LEOTA ROBERTS,
Notary Public.

(Notary Seal)
Commission expires Aug. 16th, 1932.
Recorded, July 29th, 1930.

RELEASE

FOR VALUE RECEIVED THE Fort Harrison Savings Association hereby acknowledges the payment in full of the following mortgages in the office of the Recorder of VIGO County and the said recorder of Vigo County is hereby authorized to enter a release of the same upon the records of said County.

Indian Realty Corporation
O-7 566

* * * *

Fort Harrison Savings Association

By George A. Schaal
(Association Seal)

C State of Indiana,
C Vigo County:

S Before me, the undersigned a Notary
O Public, this Twelfth day of April,
r 1933, personally appeared George A.
Schaal, as Attorney in Fact for the
Fort Harrison Savings Association and
a in its behalf acknowledged the execu-
tion of the foregoing release.

Te Leota Roberts
pc Notary Public
Jr (Notary Seal)

E. My Commission expires August 16, 1936

go
Ep Recorded: April 19, 1933

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ha
ha
th
th

THIS INDENTURE, made this 10th day of May, A.D., 1944, between INDIAN REFINING COMPANY, a corporation organized under the laws of the State of Maine, having its principal office of Lawrenceville, Illinois, hereinafter called Grantor, and THE TEXAS COMPANY, a corporation organized under the laws of the State of Delaware, having its principal office at 135 East 42nd Street, New York, New York, hereinafter called Grantee,

WITNESSETH, That Grantor, for valuable considerations paid to it by Grantee, receipt of which is hereby acknowledged, has granted, bargained, sold conveyed, assigned, remised, released, aliened, confirmed, warranted, transferred, and delivered, and by these presents does hereby grant, bargain, sell convey, assign remise, release, alien, confirm, warrant, transfer and deliver unto Grantee, its successors and assigns, forever, all of Grantor's property located in the County of Vigo and State of Indiana, together with all and singular the hereditaments and appurtenances belonging or in anywise appertaining to such property.

TO HAVE AND TO HOLD the said property unto the Grantee, its successors and assigns forever. And Grantor hereby binds itself and its successors to warrant and forever defend, all and singular, the said property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

-over-

This instrument shall be effective as of midnight at the end of March 15, 1943.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its proper officers and its seal to be affixed hereto the day and year first above written.

INDIAN REFINING COMPANY

By: Oscar John Dorwin,
Vice President.

(Company Seal)

ATTEST: W. G. Elicker,
Assistant Secretary.

STATE OF NEW YORK
COUNTY OF NEW YORK, SS:

Personally appeared before me, a Notary Public for the county and state aforesaid this 10th day of May 1944, Oscar John Dorwin and W. G. Elicker, personally known to me to be the Vice President and Assistant Secretary of Indian Refining Company, a Maine corporation and acknowledged that they signed and sealed the foregoing document as their free act and deed and as the free act and deed of said corporation for the uses and purposes therein set forth.

Clementine L. Moore
Notary Public, New York, County
N.Y. Co. Clerk's No. 436 Reg.
No. 630-M-6

(Notary Seal)

My Commission expires: March 30, 1946

Recorded: March 21, 1945

Miscellaneous Record 101

Page 852-1

CERTIFICATE OF AMENDMENT
OF
THE TEXAS COMPANY

CERTIFICATE OF AMENDMENT
OF

No. 630-1
(Notary Seal)
My Commission expires: March 30, 1948
Recorded: March 21, 1945

5552 55529 372- 5552 103

Miscellaneous Record 161 Page 852-1

CERTIFICATE OF AMENDMENT
OF
THE TEXAS COMPANY

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE TEXAS COMPANY

(Pursuant to Section 242 of Title 8,
Chapter 1 of the Delaware Code of
1953)

The Texas Company (hereinafter called
the "corporation"), a corporation or-
ganized and existing under and by vir-
tue of Title 8, Chapter 1 of the Del-
aware Code of 1953, does hereby cert-
ify as follows:

That the following amendment of the
Certificate of Incorporation of the
corporation has been duly adopted
in accordance with the provisions of
Section 242 of Title 8, Chapter 1
of the Delaware Code of 1953:

Article I thereof is amended to
read as follows:

"The name of this corporation is Tex-
aco Inc."

IN WITNESS WHEREOF, the said The
Texas Company has made under its cor-
porate seal and signed by M.J. Epley,
Jr., its Vice President, and Wallace
E. Avery, its Secretary, the fore-
going certificate, and the said M.J.
Epley, Jr., as Vice President, and
the said Wallace E. Avery, as Secretary,
have hereunto respectively set their
hands and caused the corporate seal of
the said corporation to be affixed
this 22nd day of April, 1959.

No. 83 -over-

THE TEXAS COMPANY

By: M.J. Epley, Jr.

Vice President

and Wallace E. Avery

Secretary

(Corporate Seal of The Texas Company)

STATE OF NEW YORK

COUNTY OF NEW YORK SS:

BE IT REMEMBERED, that on this 22nd day of April, 1959, personally came before me, Raymond G. Watson, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn to take acknowledgment or proof of deeds, M.J. Epley, Jr., Vice President of The Texas Company, a corporation of the State of Delaware, the corporation described in the foregoing Certificate, known to me personally to be such, and he the said M.J. Epley, Jr., as such Vice President, duly executed said certificate before me, and acknowledged the said Certificate to be his act and deed and made on behalf of said corporation; that the signatures of the said Vice President and of the Secretary of said corporation to said foregoing Certificate are in the handwriting of the said Vice President and of the Secretary of said Corporation, respectively, and that the seal affixed to said Certificate is the common or corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering the said Certificate was duly authorized by the stockholders of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Raymond G. Watson

Notary Public

(Stamp)

Raymond G. Watson

acknowledged and
said Certificate was duly authorized
by the stockholders of said corporation.

IN WITNESS WHEREOF, I have hereunto
set my hand and seal of office the
day and year aforesaid.

Raymond G. Watson

Notary Public

(Stamp)

Raymond G. Watson
Notary Public, State of New York
No. 60-4171310

Qualified in Westchester County
Certificate filed in New York County
Term Expires March 30, 1961

(Seal)

Raymond G. Watson
Notary Public
State of New York

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, George J. Schulz, Secretary of
State of the State of Delaware, do
hereby certify that the above and
foregoing is a true and correct copy
of Certificate of Amendment of "THE
TEXAS COMPANY", as received and filed
in this office the thirtieth day of
April, A.D. 1959, at 3:30 o'clock P.M.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and official seal at
Dover this thirtieth day of April
in the year of our Lord one thousand
nine hundred and fifty-nine.

George J. Schulz

Secretary of State

M.D. Tomlinson

(Seal) Ass't. Secretary of State

Received for record May 8, 1964

No. 84

RESOLUTION ADOPTED BY THE BOARD OF
DIRECTORS OF THE TEXAS COMPANY
OCTOBER 31, 1958
(NOW, BY CHANGE OF NAME, TEXACO INC.)

RESOLVED, that, subject to the approval of the Chairman of the Board or the President of the Company, all of the Vice Presidents of the Company are hereby severally authorized from time to time to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Company having a value not in excess of \$25,000, and all of the Vice Presidents of the Company are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries are hereby severally authorized to attest and affix the Company's seal to, such deeds, bills of sale, and other instruments, and to do such other acts, as may be necessary or proper to carry out the purposes of this resolution; and the delivery of any such deed, bill of sale, or other instrument so signed, attested, and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board or the President of the Company and has been executed within the authority of this resolution.

A True copy, I certify.

Gertrude H. Farrington
Assistant Secretary

This instrument was prepared
by John L. Rosshurt.

Recorded for record May 8, 1964

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That TEXACO INC., a Delaware corporation authorized to do business in the State of Indiana, formerly known as The Texas Company, having a business address at 1515 W. 22nd Street, Oak Brook, Illinois 60521, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, does hereby grant and convey with special warranty covenants to ROBERT D. BESHAW and FRIEDA BESHAW, husband and wife, RR. 11, Brazil, Indiana, Grantees, the following described real estate in the County of Vigo State of Indiana:

Lots 1, 2, 3, 6, 7 & 8 in Block 7, in Linton's Addition, Subdivision of Out Lot 2, of the original Out Lots of the Town, now City, of Terre Haute, in Vigo County, Indiana.

Subject to general taxes and assessments for the year 1979 and thereafter, building lines, covenants, conditions, easements and restrictions of record, party wall rights or agreements, if any, roads and highways, and zoning and building ordinances.

The Grantor covenants with the Grantees, their executors, administrators, heirs and assigns, that the granted premises are free from all encumbrances made by the Grantor.

And that it does warrant and will defend the same to the Grantees, their executors, administrators, heirs and assigns, forever against the lawful claims and demands of all persons claiming by, through or under the

Grantor, but against none other.

IN WITNESS WHEREOF, said corporation sets its hand and corporate seal by William M. Fisher, its Vice President, and Thomas J. Goodwin, its Assistant Secretary, this 6th day of April, 1979. ed

TEXACO INC.

By W. M. Fisher

W. M. Fisher Vice President

ATTEST:

Thomas J. Goodwin

Thomas J. Goodwin Asst. Secretary

(Seal)

WITNESS:

J. P. Dierks

J. P. Dierks

Sallie Kacey

Sallie Kacey

STATE OF ILLINOIS)

) SS.

COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County of the State aforesaid, DO HEREBY CERTIFY, that William M. Fisher, personally known to me to be Vice President of Texaco Inc and Thomas J. Goodwin, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate

Seal of said corporation to be affixed

seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of April, 1979.

Sandra Jacover

Notary Public

Du Page County, Illinois

Sandra Jacover

(Notary Seal)

My Commission Expires February 18, 198

(Gross Income Tax Stamp \$942.50)

This instrument prepared by Howard D. Johnson, Attorney, Texaco Inc., 1515 W. 22nd Street, Oak Brook, Illinois 60521.

Recorded: Apr. 18, 1979

No. 864.

Mortgage

Record Q-18

Page 705-1

ROBERT D. BESHAW and FRIEDA BESHAW of
Vigo County, Indiana

To

TERRE HAUTE FIRST NATIONAL BANK of
Vigo County, Indiana

Kind of Instrument Mortgage

Consideration Amt. \$ 86,000.00

U. S. Revenue Stamp \$

Gross Income Tax Stamp \$

Date of Instrument April 16, 1979

Acknowledged " " " before
Nadine S. Seidel, N.P., Vigo Co., IN
Commission Expires 12/25/82
(Notary Seal)

Filed for Record Apr. 18, 1979

DESCRIPTION AND REMARKS

The following Real Estate in Vigo Co. in the
State of Indiana, to-wit:

Lots 1, 2, 3, 6, 7 and 8, in Block
7, in Linton's Addition, a Subdivision
of Out Lot 2, of the original Out Lots
of the Town, now City, of Terre Haute,
in Vigo County, Indiana.

Robert D. Beshaw
Robert D. Beshaw

Frieda Beshaw
Frieda Beshaw

-over-

No. 87.

This instrument was prepared
by W. N. Cox, Lawyer

5-7-82

4-14-87

TAXES for 19 77

CITY "T-2"

City "T-Z"

Duplicate,

Page 12

DESCRIPTION

Lintons Add-118 Elm St Blk 7 Lots
1 thru 3
Lintons Add Blk 7, Lots 6 thru 8

Listed in name of: Texaco Inc.

Assessed value \$ 3220

Land

Assessed value \$ 8530

Improvements

Exemption: --

Current Year --- May Installment

Nov. Installment

\$ 671.57

Delinquent - - - - -

\$ 671.57

Penalty - - - - -

\$

TOTAL - - - - -

\$ 1343.14

CREDITS

5/10/78

5/10/78

\$ 671.57

\$ 671.57

\$

\$

\$

Taxes for 19 ^{78 & 79} are a lien, but the Duplicates are not yet in Treasurer's Office.

No. 88

Pauli Jean
1370, 46

Vigo-Wade Abstract Co., Inc.,

Hereby certifies that search has been made of the records in the Office of the Recorder of Vigo County, Indiana, which search discloses no financing statements as required by the Uniform Commercial Code with respect to any security interests in crops or in fixtures containing an adequate legal description of the real estate herein, except as follows:

Name:

None

File No. _____

Filed: _____

Secured Party: _____

Assignee: _____

Item Secured: _____

Dated at 7:00 o'clock A.M. this 16th
day of March, 19 79.

Redated April 19, 1979.

Vigo-Wade Abstract Co., Inc.,

Robert J. Kendall, Secretary.

No. 89

Terre Haute, Ind. March 16, 19 79

7 o'clock A. M.

Vigo-Wade Abstract Company, Inc., hereby certifies,

That this Abstract, containing with this certificate

Fifteen

leaves is a correct abstract of the instruments and proceedings involving the title to the lands as described on the Title Page hereof, as the same appear of record in the Deed, Mortgage, Lease, Lien, Release & Assignment, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior, Superior No. 2, Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's current Tax Duplicates of Vigo County, Indiana. Also judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or assignees. Excepting separate judgments against husband or wife when the title is held by them as tenants by entirety. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed; also any memoranda made upon this Abstract by persons not employed by us; also except instruments filed only under the Uniform Commercial Code.

This Abstract remains the property of the Vigo-Wade Abstract Company, Inc., until the same is paid for and receipted on this certificate.

VIGO-WADE ABSTRACT COMPANY, INC.

By

Robert G. Kendall

SECRETARY

Fee

\$69⁰⁰ 32⁵⁰ Beshaw
101⁵⁰

Received payment

4/18/ 19 79

Vigo-Wade Abstract Company

No. 90

Robert G. Kendall

Secy.

Abstract No. 137179

PREPARED BY

VIGO-WADE ABSTRACT CO., INC.
AN ABSTRACT

OF

*The Conveyances and other matters of record
in Vigo County, Indiana*
UPON

Same land as described on Title
Page #1.

An Extension from March 15, 1979
To
April 19, 1979.

NO. 91.

Certificate for Abstract No. 137179

Terre Haute, Ind. April 19, 19 79

7 o'clock A. M.

Vigo-Wade Abstract Company, Inc., hereby certifies,

That this Abstract, containing with this certificate

True
leaves is a correct abstract of the instruments and proceedings involving the title to the lands as described on the Title Page hereof, as the same appear of record in the Deed, Mortgage, Lease, Lien, Release & Assignment, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior, Superior No. 2, Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's current Tax Duplicates of Vigo County, Indiana. Also judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or assignees. Excepting separate judgments against husband or wife when the title is held by them as tenants by entirety. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed; also any memoranda made upon this Abstract by persons not employed by us; also except instruments filed only under the Uniform Commercial Code.

This Abstract remains the property of the Vigo-Wade Abstract Company, Inc., until the same is paid for and receipted on this certificate.

VIGO-WADE ABSTRACT COMPANY, INC.

By Robert G. Kendall

SECRETARY

Fee See Page #90

Received payment 19

No. 92

Secy.

Abstract No. 143692.....

PREPARED BY

VIGO-WADE ABSTRACT CO., INC.
AN ABSTRACT

OF

*The Conveyances and other matters of record
in Vigo County, Indiana*
UPON

Same land as described on title page
#1.

An extension from April 18, 1979
To
May 7, 1982.

NO. 93

TAXES for 19 81

Par No. (18) 06-21-201-006-01
Harrison Duplicate, Page
DESCRIPTION

Lintons Add 21-12-9
Lots 1 thru 3 Blk 7

Listed in name of: Robert D. & Frieda Beshaw

Assessed value \$	<u>1610</u>	Land	
Assessed value \$	<u>9400</u>	Improvements	
Exemption:		Mtge Ex.	
Current Year	-----	May Installment	\$ <u>514.77</u>
		Nov. Installment	\$ <u>514.77</u>
Delinquent	-----		\$
Penalty	-----		\$
TOTAL	-----		\$ <u>1029.54</u>

CREDITS

Taxes for 19 82 are a lien, but the Duplicates are not yet in Treasurer's Office.

No. 94

TAXES for 19 81
Par No. (18) 06-21-201-005-01
Harrison Duplicate, Page

DESCRIPTION

Lintons Add 21-12-9
Lots 6 thru 8 Blk 7

Listed in name of: Robert D. & Frieda Beshaw

Assessed value \$ 1610 Land
Assessed value \$ --- Improvements
Exemption: ---

Current Year	May Installment	\$ <u>82.79</u>
	Nov. Installment	\$ <u>82.79</u>
Delinquent		\$ <u>---</u>

Penalty		\$ <u>---</u>
---------	--	---------------

TOTAL		\$ <u>165.58</u>
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CREDITS

	\$ <u>---</u>
	\$ <u>---</u>
	\$ <u>---</u>
	\$ <u>---</u>
	\$ <u>---</u>

Taxes for 19 82 are a lien, but the Duplicates are not yet in Treasurer's Office.

No. 95

Vigo-Wade Abstract Co., Inc.,

Hereby certifies that search has been made of the records in the Office of the Recorder of Vigo County, Indiana, which search discloses no financing statements as required by the Uniform Commercial Code with respect to any security interests in crops or in fixtures containing an adequate legal description of the real estate herein, except as follows:

Name:

NONE

File No. _____

Filed: _____

Secured Party:

Assignee: _____

Item Secured:

Dated at 7:00 o'clock A.M. this 7
day of May, 19 82.

Vigo-Wade Abstract Co., Inc.,

Robert L. Kendall, Secretary.

No. 96

Certificate for Abstract No. 143692

Terre Haute, Ind. May 7, 19 82

7 o'clock A. M.

Vigo-Wade Abstract Company, Inc., hereby certifies,

That this Abstract, containing with this certificate

Five
leaves is a correct abstract of the instruments and proceedings involving the title to the lands as described on the Title Page hereof, as the same appear of record in the Deed, Mortgage, Lease, Lien, Release & Assignment, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior, Superior No. 2, Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's current Tax Duplicates of Vigo County, Indiana. Also judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or assignees. Excepting separate judgments against husband or wife when the title is held by them as tenants by entirety. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed; also any memoranda made upon this Abstract by persons not employed by us; also except instruments filed only under the Uniform Commercial Code.

This Abstract remains the property of the Vigo-Wade Abstract Company, Inc., until the same is paid for and receipted on this certificate.

VIGO-WADE ABSTRACT COMPANY, INC.

By Robert G. Kendall
SECRETARY

Fee \$ 53.00

Received payment May 12 19 82

Vigo-Wade Abstract Company

Robert G. Kendall

No. 97

Secy.
AK

Abstract No.154097.....

PREPARED BY

VIGO-WADE ABSTRACT CO., INC.
AN ABSTRACT

OF

*The Conveyances and other matters of record
in Vigo County, Indiana*
UPON

Same land as described on Title Page #1.

An Extension from May 6, 1982
To
April 14, 1987

NO. 98

Deed

Record 390

Page 222

Robert D. Beshaw and Frieda Beshaw,
husband and wife,

To

Machine Tool Service, Inc., an Indiana
Corporation, of Vigo County, Indiana

Kind of Instrument Warranty Deed

Consideration Amt. \$ 1.00 etc.

U. S. Revenue Stamp \$

Gross Income Tax Stamp \$

Date of Instrument May 12th, 1982

Acknowledged " " " before
Virginia L. Myers N.P. Vigo Co., Ind.
Commission Expires September 9, 1984
(Notary Seal)

Filed for Record May 12, 1982

DESCRIPTION AND REMARKS

The following Real Estate in Vigo Co. in the
State of Indiana, to-wit:

Lots 1, 2, 3, 6, 7 and 8 in Block 7
in Linton's Addition, a subdivision of
Out Lot 2 of the Original Out Lots of
the Town, now City of Terre Haute, in
Vigo County, Indiana.

Possession to be given upon the delivery
of this deed.

Real estate taxes to be prorated to
date of deed.

No. 99

-over-

This conveyance is made subject to the Mortgage executed by the Grantors herein, as Mortgagors, to Terre Haute First National Bank of Vigo County, Indiana, as Mortgagee, dated April 16, 1979, and recorded in Mortgage Record Q-18, page 705-1, in the Office of the Recorder of Vigo County, Indiana, which Mortgage the Grantee assumes and agrees to pay.

Robert D. Beshaw
Robert D. Beshaw

Frieda Beshaw
Frieda Beshaw

This instrument was prepared by
W.R. Everett
Warren R. Everett, Attorney at Law

TAXES for 19 86

Parcel No.(18) 06-21-201-006-02

Harrison Duplicate, Page

DESCRIPTION

Lintons Add 118 Elm St.

21-12-9 Lots 1-3 Bk 7

TAXES for 19 86

Parcel No. (18) 06-21-201-006-02

Harrison Duplicate, Page

DESCRIPTION

Lintons Add 118 Elm St.
21-12-9 Lots 1-3 Bk 7

Listed in name of: Machine Tool Service
Inc.

Assessed value \$ 1610 Land

Assessed value \$ 9230 Improvements

Exemption: --

Current Year	May Installment	\$ 737.83
	Nov. Installment	\$ 737.83

Delinquent	\$
------------	----

Penalty	\$
---------	----

TOTAL	\$ 1475.66
-------	------------

CREDITS

	\$
	\$
	\$
	\$
	\$

Taxes for 19 87 are a lien, but the Duplicates are not yet in Treasurer's Office.

No. 100

TAXES for 19 86

Parcel No. (18) 06-21-201-005-02

Harrison Duplicate, Page

DESCRIPTION

Lintons Add

21-12-9 Lots 6-8 Bk 7

Listed in name of: Machine Tool Service
Inc.

Assessed value \$ 1610 Land

Assessed value \$ -- Improvements

Exemption: --

Current Year ----- May Installment \$ 109.58
Nov. Installment \$ 109.58

Delinquent ----- \$

Penalty ----- \$

TOTAL ----- \$ 219.16

CREDITS

\$
\$
\$
\$
\$

Taxes for 1987 are a lien, but the Duplicates are not yet in Treasurer's Office.

No. 101

Vigo-Wade Abstract Co., Inc.,

Hereby certifies that search has been made of the records in the Office of the Recorder of Vigo County, Indiana, which search discloses no financing statements as required by the Uniform Commercial Code with respect to any security interests in crops or in fixtures containing an adequate legal description of the real estate herein, except as follows:

Name:

None.

File No. _____

Filed: _____

Secured Party: _____

Assignee: _____

Item Secured:

Dated at 7:00 o'clock A.M. this 14th
day of April, 19 87.

Vigo-Wade Abstract Co., Inc.,

Robert G. Kendall, Secretary.

No. 102

Certificate for Abstract No. 154097

Terre Haute, Ind. April 14, 1987

7 o'clock A. M.

Vigo-Wade Abstract Company, Inc., hereby certifies,

That this Abstract, containing with this certificate

Six
leaves is a correct abstract of the instruments and proceedings involving the title to the lands as described on the Title Page hereof, as the same appear of record in the Deed, Mortgage, Lease, Lien, Release & Assignment, Miscellaneous, Will and Lis Pendens Records, the Order Books, Judgment and Execution Dockets of the Vigo Circuit, Superior, Superior No. 2, Probate, Common Pleas and Criminal Circuit Courts, Tax Sale Records, Commissioners' Order Books and Treasurer's current Tax Duplicates of Vigo County, Indiana. Also judgments rendered in said courts against any of the parties, as herein named, within ten years last past which are deemed liens upon the said Real Estate and which are not receipted upon the records by the Clerk, or by the Plaintiffs, their attorneys or assignees. Excepting separate judgments against husband or wife when the title is held by them as tenants by entirety. Excepting any proceedings the records of which are incomplete at this date, including replevin bails taken and not indexed; also any memoranda made upon this Abstract by persons not employed by us; also except instruments filed only under the Uniform Commercial Code.

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VIGO-WADE ABSTRACT COMPANY, INC.

By Robert G. Kendall SECRETARY

Fee \$ 54.00

Received payment 19

No. 103 Secy.